

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:	RFP216/2022
CLOSING DATE:	26 August 2022
CLOSING TIME:	23H55 via ONE DRIVE LINK
VALIDITY PERIOD:	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 AS INDICATED ON THE TABLE BELOW.
BID SUBMISSIONS ELECTRONICALLY:	1. Bidders are advised to kindly issue Tender Submission Link requests and all other enquiries to tebogoSCM@dbsa.org – ONLY 2. No – Tender Submission Link requests will be accepted after 16h00 on the 23 August 2022 Any requests after the stipulated date and time will be disregarded. 3. Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically. 4. Bidders who have received submission Links that have errors, will be provided with new Links for use.
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	



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

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

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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: RFP216/2022

CLOSING DATE: 26 August 2022

CLOSING TIME: 23H55

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 AS INDICATED ON THE TABLE BELOW.

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

Bidders should ensure that Bids are submitted timeously and to the correct One Drive link provided by the SCM Official. If the Bid is late, it will not be considered for evaluation.

The One Drive link provided will be valid till 23H55 on the closing date.

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:	

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.)				
FAX NUMBER:				
BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED? [TICK APPLICABLE BOX]	YES		NO	
IF YES, WHO ISSUED THE CERTIFICATE?				
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 VIA ONE DRIVE LINK. 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) OR ONLINE 1.3. 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 TO 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 MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.								
2. TAX COMPLIANCE REQUIREMENTS								
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 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 APPLICATION 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 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. 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 40%; text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> 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.	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
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							

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:
- 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

☐☐

Bid document (clearly marked as **FOLDER 1** and **FOLDER 2**); separated into **FOLDER 1**
– Pre - Qualifying documents and functional proposal
FOLDER 2 – Financial proposal
(FAILURE TO COMPLY WILL RESULT IN YOUR BID BEING DISQUALIFIED)

☐☐

Part A: Invitation to Bid

☐☐

Part B: Terms and Conditions of Bidding

☐☐

Part C: Checklist of Compulsory Returnable Schedules and Documents

☐☐

Part D: Conditions of Tendering and Undertakings by Bidders

☐☐

Part E: Specifications/Terms of Reference

☐☐

Annexure A: Price Proposal Requirement – **FOLDER 2**

☐☐

Annexure B: SBD4 Declaration of Interest

☐☐

Annexure C: SBD6.1 and B-BBEE status level certificate
SBD 6.2 Local Content Declaration

☐☐

Annexure D: SBD8: Declaration of Bidder's Past Supply Chain Practices

☐☐

Annexure E: SBD9: Certificate of Independent Bid Determination

☐☐

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

☐ ☐ **Annexure G:** Certified copies of latest share certificates, in case of a company.

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

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

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

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

PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

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

- 1.1 B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2017.
- 1.4 Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5 Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 Companies Act** means the Companies Act, 2008.
- 1.8 Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 Closing Time** means the time, specified as such under the clause 0 (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.
- 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, 2017 published in terms of the PPPFA.
- 1.18 Pre-Qualifying Criteria** means the criteria set out in clause of this Part C.
- 1.19 Price and Preferential Points Assessment** means the process described in clause C 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: tebogoss2@dbsa.org

No questions will be answered telephonically.

BID TIMETABLE

This timetable is provided as an indication of the timing of the tender process. It is indicative only and subject to change by the DBSA. Bidders are to provide proposals that will allow achievement of the intended commencement date.

Activity	Date
Advertisement of tender	05 / 08 / 2022
RFP document available	05 / 08 / 2022
Closing date for tender enquiries	23/ 08 / 2022 at 16h00
Closing date and time	26 / 08 / 2022 at 23h55
Intended completion of evaluation of tenders	TBA
Intended formal notification of successful Bidder(s)	TBA
Signing of Service Level Agreement	TBA
Effective date	TBA

4. SUBMISSION OF TENDERS

ELECTRONICALLY

- i. Bidders are advised to kindly issue Tender Submission Link requests and all other enquiries to tebogosc@dbsa.org - ONLY
- ii. No – Tender Submission Link requests will be accepted after 16h00 on the 23 August 2021. Any requests after the stipulated date and time will be disregarded.
- iii. Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.
- iv. Bidders who have received submission Links that have errors, will be provided with new Links for use.

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

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

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

6. STATUS OF REQUEST FOR PROPOSAL

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 9.1, it may seek amended Tenders from all Bidders.

9. REPRESENTATIONS

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

10. CONFIDENTIALITY

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.
- 11.8**

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, (scmqueries@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** Bidders with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.
- 18.3** Bidders other than 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 120 (One hundred and Twenty) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

26. EVALUATION PROCESS

26.1 The Bids will be evaluated and adjudicated as follows:

26.1.1 FIRST STAGE – RESPONSIVENESS

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

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)	Bidder to indicate Compliance (Y/N)
1	Adherence in submitting Tender as two-stage folders: Folder 1: Pre-qualifiers and functionality proposal Folder 2: Financial proposal	Pre-Qualifier	Y	
2	Full Compliance with SBD6.2 Local Content & applicable Annexure	Pre-Qualifier	Y	
3	Tenderer to submit a detailed Organogram and proof of qualification and registration for the key Personnel indicated below, Requirements for Key Construction Personnel (CVs with detailed experience Min. 8 years' relevant experience for the Project Manager and 5 years for the rest. All should possess a construction related diploma/degree/certificate as indicated. Bidder to include certified copies of the relevant qualifications and/or professional bodies cited in the CV •Site Agent/Project Manager – Civil Engineer •Health & Safety Rep. •Clerk of works / site supervisor	Pre-Qualifier	Y	

4	Proof of Registration with a recognized professional body/ institution, relevant to tender requirement (To be determined in line with Tender Requirement).	Pre-Qualifier	N	
5	In terms of the DBSA Transformation Imperative Targets, the DBSA will consider companies that are EME's and QSE's with a minimum B-BBEE status of Level 2 who will contribute to meaningful B-BBEE initiatives as part of the tender process	Pre-Qualifier	Y	
6	The successful Tenderer, if not itself an EME or QSE with a minimum B-BBEE status level 2, as per Section 4(1)(a) and (b) of the PPR 2017, must subcontract a minimum of 30% of the value of the contract to the following category referred to in Section 4(1)(c) of the PPR 2017: (i). an EME or QSE which is at least 51% owned by black people.	Pre-Qualifier	N	
7	Valid & Active CIDB contractor grading designation of 2GB/EB/CE or higher	Pre-Qualifier	Y	

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

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)	Bidder to indicate Compliance (Y/N)
8	Standard conditions of tender as required.	48 hours	Y	
9	Returnable documents completed and signed.	48 hours	Y	
10	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: - Bidder must be fully registered & compliant in order to do business with the DBSA.	7 working days	Y	

C. Only bids which satisfy the following eligibility criteria will be evaluated further (Price and Preference).

26.2 SECOND STAGE: PRICE AND PREFERENTIAL POINTS ASSESSMENT

26.2.1 The Third stage of evaluation of the Bids will be in respect of price and preferential procurement only. Points will be allocated to Bidders at this stage of the evaluation in accordance with the PPPFA and the PPPFA Regulations, as follows:

Price points 80

Preferential procurement points 20

26.2.2 Price points

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

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

Where:

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

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

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

26.2.3 Preferential procurement points

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

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

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

26.2.4 Total

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

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

Additional Conditions to Tender

- **It is the intention of the DBSA to award at least one cluster/district per Service Provider; however, the DBSA reserves the right to award more than one (1) cluster/district per Service Provider, subject to the Value for Money, Risk Allocation and Risk Profile of the bidder.**
- The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
- Where a bidder is ranked highest in more than one(1) cluster/district , the offer of award will be informed by the best value for money principle and subject to point 1 above.
- Where the next highest ranked bidder is being considered for an offer of award (based on the principle of One bidder per contractor), the DBSA reserves the right to negotiate with the next highest ranked bidder in hierarchical order, to ensure the value for money principle is not compromised.
- The DBSA reserves the right to disqualify a tenderer with unrealistic price offers.
- In cases where negotiations are unsuccessful, the DBSA may revert back to a higher ranked bidder.
- The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
- 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.
- The decision to award will be based on the stipulated strategy, best commercial offer and value for money principle for the DBSA.
- The subsequent Appointment/ Contract if successful, will be the full & final offer with no option to increase after award.
- 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.

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. STATUS OF BID

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

28. CLARIFICATION OF BIDS

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

29. DISCUSSION WITH BIDDERS

- 29.1** The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.
- 29.2** As part of the evaluation of this Bid, DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.
- 29.3** The DBSA is under no obligation to undertake discussions with, and Bidders.
- 29.4** In addition to presentations and discussions, the DBSA may request some or all Bidders to:
- 29.4.1** conduct a site visit, if applicable;
 - 29.4.2** provide references or additional information; and/or
 - 29.4.3** make themselves available for panel interviews.

30. SUCCESSFUL BIDS

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

31. NO OBLIGATION TO ENTER INTO CONTRACT

- 31.1** The DBSA is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of the DBSA, or if due to changed circumstances,

there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the DBSA will be free to proceed via any alternative process.

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

32. BIDDER WARRANTIES

- 32.1** By submitting a Bid, a Bidder warrants that:

- 32.1.1** it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;
- 32.1.2** it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
- 32.1.3** it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
- 32.1.4** it accepts and will comply with the terms set out in this RFP; and
- 32.1.5** it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

33. DBSA'S RIGHTS

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

- 33.1.1** cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
- 33.1.2** alter the structure and/or the timing of this RFP or the Tendering Process;
- 33.1.3** vary or extend any time or date specified in this RFP
- 33.1.4** terminate the participation of any Bidder or any other person in the Tendering Process;
- 33.1.5** require additional information or clarification from any Bidder or any other person;
- 33.1.6** provide additional information or clarification;
- 33.1.7** negotiate with any one or more Bidder;
- 33.1.8** call for new Bid;
- 33.1.9** reject any Bid received after the Closing Time; or
- 33.1.10** to split the award based on the value for money, stock availability and lead time to delivery;
- 33.1.11** reject any Bid that does not comply with the requirements of this RFP.

34. GOVERNING LAWS

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

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

34.3 All Bids must be completed using the English language and all costing must be in South African Rand.

35. MANDATORY QUESTIONS

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

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

35.1.1

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

35.1.2

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

35.1.3

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

35.1.4

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

35.1.5

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

35.1.6

In the case of Consortium, Joint Venture or subcontractors, all Bidders are required to provide mandatory documents as stipulated in Part C: Checklist of Compulsory Returnable Schedules and Documents of the Tender Document.	Comply/Accept	Do not comply/Do not accept

35.1.7

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

35.1.8

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

35.1.9

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

35.1.10

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

35.1.11

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

35.1.12

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

35.1.13

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

35.1.14

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

35.1.15

Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. The DBSA shall be entitled within 14 (fourteen) days of such failure to agree,	Comply/Accept	Do not comply/Do not accept

to recall the letter of award and cancel the proposal by giving the Bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that the DBSA reserves the right to award the same proposal to next best Bidders as it deems fit.		
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35.1.16

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

35.1.17

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

35.1.18

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

35.1.19

Bidders who make use of subcontractors:	Comply/Accept	Do not comply/Do not accept
1. It is the responsibility of the Bidder to select competent subcontractors that meet all the tender requirements stipulated in this tender document.		
2. The Bidder shall be responsible for all due diligence of the selected subcontractors and will be held liable for any non-performance of the subcontractor.		

3. Bidders are required to provide documentation (such as BBBEE Certificate/Sworn Affidavit, Valid or Active Tax Compliance Status Pin Issued by SARS, CSD Summary Report, Valid or Active CIDB Certificate etc.) for the relevant subcontractor as a minimum in support of the subcontracting arrangement.		
4. Subcontracting must not contradict any Regulation or Legislation.		
5. No separate contract shall be entered into between the DBSA and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.		

35.1.20

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

35.1.21

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

35.1.22

Evaluation of Bids shall be performed by an evaluation panel established by the DBSA.	Comply/Accept	Do not comply/Do not accept
Bids shall be evaluated on the basis of conformance to the required specifications (functionality) as outlined in the RFP. For Bids considered for price and preference evaluation, points shall be allocated to each Bidder, on the basis that the maximum number of points that may be scored for price is 80, and the maximum number of preference points that may be claimed for B-BBEE status level of contributor (according to the PPPFA Regulations) is 20.		

35.1.23

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

35.1.24

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

35.1.25

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

35.1.26

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

35.1.27

Should the Bidder change any wording or phrase in this document, the Bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	Comply/Accept	Do not comply/Do not accept

35.1.28

Tax Compliance Status either on CSD National Treasury Database or SARS eFiling System as a Condition for Appointment/Award of the Bid. This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be tax compliant prior to appointment/award of the bid as no bid will be awarded to persons who are not tax compliant.	Comply/Accept	Do not comply/Do not accept

35.1.29

Company registration with CSD National Treasury Database as a Condition for Appointment/Award of the Bid.	Comply/Accept	Do not comply/Do not accept
This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be registered on the CSD National Treasury site prior to appointment/award of the bid.		

35.1.30

The following will be grounds for disqualification: • Unsatisfactory performance under a previous public contract in the past 5 years, provided that notice of such unsatisfactory performance has been given to the bidder; and/or • The bidder or any of its directors have committed a corrupt or fraudulent act in competing for the appointment; and/or • The bidder or any of its directors have been convicted of fraud or corruption in the last 5 years; and/or • The bidder or any of its directors have been listed in the Register for Tender Defaulters under section 9 of the Prevention and Combating of Corrupt Activities Act; and/or • Bids received after the stipulated closure time will be immediately disqualified; and/or • Bidders whom have recently completed or currently performing, or to commence work on specific categories of services may be excluded to enable the Bank to manage its concentration risk. This threshold is currently set at R10 million for consultancy services.	Comply/Accept	Do not comply/Do not accept

Signature(s) of Bidder or assignee(s)

Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)

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

.....

.....

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.....

.....

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

Cell Number:

Email Address.....

PART E

TERMS OF REFERENCE FOR THE PROCUREMENT AND MONITORING OF THE KZN FLOOD DISASTER PROJECTS (INSTALLATION OF SOLAR BOREHOLES)

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. Although the DBSA currently does not have a PMU in KZN, 9 engineers from Limpopo and Mpumalanga PMUs together with LGSU and eThekweni DDM hub engineers joined in the 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 borehole equipment.

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 detail on the projects is indicated on the scope of work. A detailed analysis of the priority service delivery areas per province, per district, per municipality and per town/village, is provided in the Table below.

The key objectives are:

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

5.TIME FRAME

It is expected timelines for this programme will be dependent on the type of intervention to undertaken in the implementation of the short-term interventions identified. The project durations are stated under the relevant project Scope of work.

6.SCOPE OF WORKS

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.

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	2 – 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	
		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	2 - 3 months
		Maphumulo Ward 3- Ekunqobeni near Ekunqobeni school				
		Mandeni ward 1-Manqakaza area				
	King Cetshwayo District	Bhacane in Nkandla Local Municipality Ward 2	Solar Borehole & Treatment Facilities	Provision of water services	-Fencing -Fully Equip Borehole -Water Treatment facility	
		Mtilombo in uMlalazi Local Municipality Ward 10				
		Egcotsheni in uMlalazi - Ward 6				
	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	2 – 3 months
		Ezinqoleni 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	2 - 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 equipment and installation of solar panel 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. Preliminary and General

For work to be executed by the Contractor such as assessment of works, quality control test, establishment of facilities on site and the de-establishment of facilities on site. Debris' removal during construction and at commissioning stage.

9.1.1.2. 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.

9.1.1.6 Protecting 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 10 000 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 10 000 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 10 000 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. Fencing

Supply and erect of new fencing material as per complete including all excavation, all fencing material required for erection, including concrete to bases, etc. (All materials to be galvanized)

1) Posts

101.6mm dia x 2.95mm wall thickness hot dipped galvanized corner posts, complete with end cap base plate and concrete footing.

60.33mm dia x 2.95mm wall thickness hot dipped galvanized corner strain posts, complete with base plate and concrete footing

65mm dia x 2.95mm wall thickness hot dipped galvanized intermediate posts, complete with end cap, base plate, and concrete footing

Standards 2.50 kg/m Y-sections

2) Wire

4.0mm galvanized straining smooth wire (top and bottom strands with bottom stand secure to ground by Steel pegs where terrain is undulated)

2.24mm high tensile grade galvanized smooth fencing wire

2.24mm high tensile strength lightly galvanized "Campion" barbed wire

64mm x 64mm x 2.5mm x 1800mm diamond mesh (med duty galvanized), including straining wires and tie wire with mesh extended if so required to leave no gaps below straining wire

3) Gate

Double leaf Galvanised Steel gate 3.5 m wide 2.1 m high with overhang, covered in 64 mm x 64 mm x 2,5 mm galvanized mesh and complete in every respect including hinges, washers, bolts and locking chain attached to gate.

9.2.7. 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.

9.2.8. 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.

Cluster	KZN Districts To Be Supported	Boreholes
1	uThukela	3
	uMgungundlovu	3
2	iLembe	3
	King Cetshwayo	3
3	uGu	3
Total		15

Annexure A

PRICING SCHEDULE

DRILLING AND EQUIPPING OF BOREHOLES

UTHUKELA AND UMGUNGUNDLOVU DISTRICT MUNICIPALITY						
RFP216/2022						
BILL OF QUANTITIES DOCUMENT						
ALL ITEMS MUST BE PRICED AS PER THE ToR IN THE DOCUMENT						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A		<u>PRELIMINARY AND GENERAL</u>				
		P & G				
1		Preliminary and General	Sum	1		
		CARRY TO SUMMARY				
B		<u>DRILLING & BOREHOLE EQUIPING</u>				
		Supply and deliver, install, test and commission				
2		Drilling of Production Borehole per meter to Maximum of 250 meters (Provisional)	M	1500		
3		Hydrogeological Services	No	6		
4		Water filtration & Treatment	No	6		
5		Pump test of production Borehole (Provisional)	No	6		
6		Water quality analysis (chemical and biological)	No	12		
7		Fully equip borehole based on assessment of conditions on site, inclusion of submersible pump, solar panels and borehole power Supply from solar to borehole pump supply and install Borehole Water pipework and standpipes, etc. (Exl. Water tank and stander (Provisional)	No	6		
		10 000L Water Tank				
8		Supply and Delivery of water storage tank with pipe work (SANS approved)	No	6		
		Elevated Stand				
9		Supply and install, 1 x 4.5 m high steel stand. All steel members to be painted with standard primer and oil paint application for water structures.	No	6		
		Operational and Maintenance Manuals (2 sets)				
10		Provide three sets of Complete Operational and Maintenance Manuals. (Per Municipality)	Item	6		
		CARRY FORWARD				
		Certificate of Compliance				
11		Inspection and issuing of Certificate of Compliance	Item	6		

		CARRY TO SUMMARY				
C		<u>FENCING</u>				
		<i>Supply and erect of new fencing material as per complete including all excavation, all fencing material required for erection, including concrete to bases, etc. (All materials to be galvanized)</i>				
		Fencing (PER BOREHOLE @ 200 M2 EACH)	No	6		
		CARRY TO SUMMARY				
SUMMARY COST						
SECTION	DESCRIPTION				AMOUNT	
	SUMMARY OF BILL OF QUANTITIES					
A	PRELIMINARY AND GENERAL					
B	DRILLING & EQUIPING OF BOREHOLES WITH WATER PURIFICATION SYSTEM					
C	FENCING					
	SUBTOTAL					
	Add 10 % CONTINGENCIES					
	SUBTOTAL					
	Add 15 % VAT					
	TOTAL CONTRACT SUM					

KING CETSHWAYO AND ILEMBE DISTRICT MUNICIPALITY						
RFP216/2022						
BILL OF QUANTITIES DOCUMENT						
ALL ITEMS MUST BE PRICED AS PER THE ToR IN THE DOCUMENT						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A		<u>PRELIMINARY AND GENERAL</u>				
		P & G				
1		<u>Preliminary and General</u>	Sum	1		
		CARRY TO SUMMARY				
B		<u>DRILLING & BOREHOLE EQUIPING</u>				
		Supply and deliver, Install, test and commission				

2		Drilling of Production Borehole per meter to Maximum of 250 meters (Provisional)	M	1500		
3		Hydrogeological Services	No	6		
4		Water filtration & Treatment	No	6		
5		Pump test of production Borehole (Provisional)	No	6		
6		Water quality analysis (chemical and biological)	No	12		
7		Fully equip borehole based on assessment of conditions on site, inclusion of submersible pump, solar panels and borehole power Supply from solar to borehole pump supply and install Borehole Water pipework and standpipes, etc. (Exl. Water tank and stander (Provisional)	No	6		
		10 000L Water Tank				
8		Supply and Delivery of water storage tank with pipe work (SANS approved)	No	6		
		Elevated Stand				
9		Supply and install,1 x 4.5 m high steel stand. All steel members to be painted with standard primer and oil paint application for water structures.	No	6		
		Operational and Maintenance Manuals (2 sets)				
10		Provide three sets of Complete Operational and Maintenance Manuals. (Per Municipality)	Item	6		
		CARRY FORWARD				
		Certificate of Compliance				
11		Inspection and issuing of Certificate of Compliance	Item	6		
		CARRY TO SUMMARY				
C FENCING						
		<u>Supply and erect of new fencing material as per complete including all excavation, all fencing material required for erection, including concrete to bases, etc. (All materials to be galvanized)</u>				
		Fencing (PER BOREHOLE @ 200 M2 EACH)	No	6		
		CARRY TO SUMMARY				
SUMMARY COST						
SECTION	DESCRIPTION				AMOUNT	
	SUMMARY OF BILL OF QUANTITIES					
A	PRELIMINARY AND GENERAL					
B	DRILLING & EQUIPING OF BOREHOLES WITH WATER PURIFICATION SYSTEM					
C	FENCING					

	SUBTOTAL	
	Add 10 % CONTINGENCIES	
	SUBTOTAL	
	Add 15 % VAT	
	TOTAL CONTRACT SUM	

UGU DISTRICT MUNICIPALITY						
RFP216/2022						
BILL OF QUANTITIES DOCUMENT						
ALL ITEMS MUST BE PRICED AS PER THE ToR IN THE DOCUMENT						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<u>A</u> <u>PRELIMINARY AND GENERAL</u>						
		P & G				
1		<u>Preliminary and General</u>	Sum	1		
		CARRY TO SUMMARY				
<u>B</u> <u>DRILLING & BOREHOLE EQUIPING</u>						
		Supply and deliver, Install, test and commission				
2		Drilling of Production Borehole per meter to Maximum of 250 meters (Provisional)	M	750		
3		Hydrogeological Services	No	3		
4		Water filtration & Treatment	No	3		
5		Pump test of production Borehole (Provisional)	No	3		
6		Water quality analysis (chemical and biological)	No	6		
7		Fully equip borehole based on assessment of conditions on site, inclusion of submersible pump, solar panels and borehole power Supply from solar to borehole pump, etc. (Exl. Water tank and stander (Provisional)	No	3		
		10 000L Water Tank				
8		Supply and Delivery of water storage tank with pipe work (SANS approved)	No	3		
		Elevated Stand				
9		Supply and install, 1 x 4.5 m high steel stand. All steel members to be painted with standard primer and oil paint application for water structures.	No	3		
		Operational and Maintenance Manuals (2 sets)				
10		Provide three sets of Complete Operational and Maintenance Manuals. (Per Municipality)	Item	3		
		CARRY FORWARD				
		Certificate of Compliance				
11		Inspection and issuing of Certificate of Compliance	Item	3		
		CARRY TO SUMMARY				

C		FENCING				
		<i>Supply and erect of new fencing material as per complete including all excavation, all fencing material required for erection, including concrete to bases, etc. (All materials to be galvanized)</i>				
12		Fencing – (Per borehole @ 200 M2 EACH)	No	3		
		CARRY TO SUMMARY				
SUMMARY COST						
SECTION	DESCRIPTION				AMOUNT	
	SUMMARY OF BILL OF QUANTITIES					
A	PRELIMINARY AND GENERAL					
B	DRILLING & EQUIPING OF BOREHOLES WITH WATER PURIFICATION SYSTEM					
C	FENCING					
	SUBTOTAL					
	Add 10 % CONTINGENCIES					
	SUBTOTAL					
	Add 15 % VAT					
	TOTAL CONTRACT SUM					

Annexure B

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

1.1.6.1

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)
- (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer

- ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:.....

ADDRESS.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

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

Items	Stipulated minimum threshold %
Solar Water Heater Components	70%
Electrical and telecom cables	90%
Valves products and actuators	70%
Solar PV Components:	
- Laminated PV Modules - Module Frame - DC Combiner Boxes - Mounting Structure - Inverter	15% 65% 65% 90% 40%
Steel Value-added Products	
- Fabricated Structural Steel - Joining/Connecting Components - Frames - Fasteners - Wire Products	100% 100% 100% 100% 100%
Pumps, Medium Voltage (MV) Motor and Associated Accessories	70%
Plastic Pipes	100%
- Polyvinyl chloride (PVC) pipes - High density polyethylene (HDPE) pipes - Polypropylene (PP) pipes - Glass reinforced plastic (GRP) pipes	100% 100%

3.Does any portion of the goods or services offered have any imported content?
(**Tick applicable box**)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

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

.....
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

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

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

SATS
1286.2011

Local Content Declaration - Summary Schedule

C1 Tender No. RFP 216/2022

C2 Tender description

C3 Designated product(s)

C4 Tender Authority:

C5 Tendering Entity name

C6 Tender Exchange Rate:

C7 Specified local content %

As per Below 'List of Items'

DBSA

Pula

EU

GBP

Note: VAT to be excluded from
all calculations

Calculation of Local Content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1	Solar Water Heater Components						
2	Electrical and telecom cables						
3	Valves products and actuators						
4	Solar PV Components:						
5	Steel Value-added Products						
6	Pumps, Medium Voltage (MV) Motor and Associated Accessories						
7	Plastic Pipes						

Tender Summary

Tender Qty	Total Tender Value	Total Exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total Tender Value

(C21) Total Exempt imported Content

(C22) Total Tender net of exempt imported content

(C23) Total imported Content

(C24) Total Local Content

(C25) Average Local Content % tender

Signature of Tenderer from Annex B

Date: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

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

Note: VAT to be excluded from all calculations

A. Exempted imported content

Calculation of imported content

Summary

[illegible]

(D19) Total exempt imported value	R 0
-----------------------------------	-----

**This total must correspond with
Annex C - C 21**

B. Imported directly by the Tenderer

Calculation of imported content

Summary

[illegible]

(D32) Total imported value by tenderer	R 0
--	-----

Annex D - Continued

Imported Content Declaration - Supporting Schedule to Annex C

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

Calculation of imported content

Summary

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	

D. Other foreign currency payments

Calculation of foreign currency payments

Summary of payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					

Signature of tenderer from Annex B

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

#REF!

Date:

This total must correspond with Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

Note: VAT to be excluded from all calculations

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

[illegible]

(E9) Total local products (Goods, Services and Works)

RO

(E10)	Manpower costs	(Tenderer's manpower cost)
-------	-----------------------	-----------------------------

RO

(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)
-------	--------------------------	--

RO

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

RO

(E13) Total local content

RO

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

Annexure D

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	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:		

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

.....
Position

.....
Name of Bidder

Annexure E

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However

communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

SBD 9

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

.....
SignatureDate

.....
Position Name of Bidder

Annexure F

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 G

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

Annexure H

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 I

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 J

[General Conditions of Contract]

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

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

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

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

Annexure K

Tax Compliant Status and CSD Registration Requirements

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

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

CSD Registration Number:	
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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