

REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA	
BID NUMBER:	RFP201/2021
NON-COMPULSORY BRIEFING DATE	11 AUGUST @ 10h00 AM
CLOSING DATE:	27 AUGUST 2021 @ 23h55
CLOSING TIME:	Closing time for the OneDrive Link submissions - 25 AUGUST 2021 AT 23h55 (Telkom Time) on the day of the stipulated dates shown above.
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	120 days
DESCRIPTION OF BID:	APPOINTMENT OF THE PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TECHNICAL ADVISORY SERVICES TO NATIONAL TREASURY'S INTERGOVERNMENTAL RELATIONS BRANCH FOR THE CITIES SUPPORT PROGRAMME (CSP) TO ENABLE STREAMLINED ONLINE REPORTING BY EIGHT METROPOLITAN MUNICIPALITIES LOCAL GOVERNMENT MONITORING, EVALUATION AND REPORTING SPECIALIST
RESPONSES TO THIS RFP SHOULD BE SUBMITTED ELECTRONICALLY	a) Bidders are required to click on the Tender Submission Link as provided, as soon as bidders are ready to submit. b) Bidders are to ensure the documents being loaded are correct and accurate - once they are loaded, they cannot be accessed again or deleted. c) If incorrect documents are loaded, the new document loaded must include the wording "Corrected". d) Only Files can be loaded, not folders. e) As such, Folders with all its required content should be created on the Bidders PC, then be converted to either a Compressed or Zipped Folder. f) This will allow Bidders to load the whole Compressed/ Zipped Folder as a file format to the Tender Submission Link. g) Once documents have been loaded, the Bidder will receive a confirmation email of the upload.

	h) Uploading of submission must be in the structure and order as prescribed in this tender and MUST BE LABELLED CORRECTLY.
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	

TABLE OF CONTENTS

Part A: Invitation to Bid	4
Part B: Checklist of Compulsory Returnable Schedules and Documents	6
Part C: Specifications, Conditions of tender and Undertakings by Bidder	7
Part D: Terms of Reference	35
Annexure A	35
Annexure B	45
Annexure C	47
Annexure D	47
Annexure E	52
Annexure F	57
Annexure G	60
Annexure H	53
Annexure I	54
Annexure J/A	55
Annexure K	67
Annexure L	57
Annexure M	58

PART A: INVITATION TO BID

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

BID NUMBER: RFP 201 /2021
CLOSING DATE: 27 AUGUST 2021
CLOSING TIME: 23H55

DESCRIPTION:

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TECHNICAL ADVISORY SERVICES TO NATIONAL TREASURY'S INTERGOVERNMENTAL RELATIONS BRANCH FOR THE CITIES SUPPORT PROGRAMME (CSP) TO ENABLE STREAMLINED ONLINE REPORTING BY EIGHT METROPOLITAN MUNICIPALITIES

LOCAL GOVERNMENT MONITORING, EVALUATION AND REPORTING SPECIALIST

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

Bidders should ensure that Bids are loaded on the one drive timeously as reflected on the cover page of this document.

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

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

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

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

NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:	
POSTAL ADDRESS:	
STREET ADDRESS:	
CONTACT PERSON (FULL NAME):	
EMAIL ADDRESS:	

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

PART B: CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

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

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

YES **NO**

☐	☐	Folder 1 and Folder 2 must be separated into Qualifying Criteria and Functional Evaluation on the one hand, and Price and Preferential Points, on the other hand.
☐	☐	Part A: Invitation to Bid
☐	☐	Part C: Specifications, Conditions of tender and Undertakings by Bidder
☐	☐	Annexure A: Price Proposal
☐	☐	Annexure B: Technical Proposal
☐	☐	Annexure C: SBD2 - Tax Clearance Certificate Requirement
☐	☐	Annexure D: Declaration of Interest
☐	☐	Annexure E: SBD6.1 and B-BBEE status level certificate
☐	☐	Annexure F: SBD8: Declaration of Bidder's Past Supply Chain Practices
☐	☐	Annexure G: SBD9: Certificate of Independent Bid Determination
☐	☐	Annexure H: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
☐	☐	Annexure I: Certified copies of latest share certificates, in case of a company.
☐	☐	Annexure J (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium.
☐	☐	Annexure K: Supporting documents to responses to Qualification Criteria and Evaluation Criteria.
☐	☐	Annexure L: General Condition of Contract
☐	☐	Annexure M: Supporting documents - CSD Registration Summary Report

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

1. DEFINITIONS

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

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 5 and 6 of the Preferential Procurement Regulations, 2011.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause d Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa.
- 1.11 **DFI** means development finance institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- 1.13 **Functional Criteria** means the criteria set out in clause 26.4 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 amended in 2017.
- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations 2011, as amended in 2017 published in terms of the PPPFA.

- 1.18 **Price and Preferential Points Assessment** means the process described in clause 26.5 of this Part C, as prescribed by the PPPFA.
- 1.19 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.20 **Qualifying Criteria** means the criteria set out in clause of this Part C.
- 1.21 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22 **SARS** means the South African Revenue Service.
- 1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 **SLA** means service level agreement.
- 1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 **State** means the Republic of South Africa.
- 1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 **Tender Manager** means the person so designated under clause 3 (Tender Manager) of this RFP Part C.
- 1.30 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.31 **Website** means a website administered by DBSA under its name with web address www.dbsa.org

2. INTERPRETATIONS

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

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

3. TENDER MANAGER

The Tender Manager is:

Tebogo Saudi

DBSA Supply Chain Unit

Email: tebogoscsm@dbsa.org

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

4.1 No Hardcopies of Tenders are to be submitted

Online Submissions ONLY & adherence in submitting tender on a Two-Envelope (folder) Process (Technical Proposal & Price to be submitted in different Folders)	Indicate whether Folder 1 (Technical Proposal) or Folder 2 (Price)
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4.2 Bidders are to provide 2 Folders (1) **Technical proposal** and (2) **Pricing proposal** only.

4.3 **NOTE: This Tendering Process will use a two-envelope system i.e. Bidders must submit the Qualifying Criteria and Functional Proposal in One Folder (together with relevant copies) & Pricing and Preference Points Proposals in a separate folder (together with the relevant copies). BOTH FOLDERS MUST BE CLEARLY MARKED.** Should you fail to adhere to this, the bidders will be disqualified.

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

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

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

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

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

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

6. STATUS OF REQUEST FOR PROPOSAL

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

7. ACCURACY OF REQUEST FOR PROPOSAL

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

8. ADDITIONS AND AMENDMENTS TO THE RFP

- 8.1 The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- 8.2 If the DBSA exercises its right to change information in terms of clause 9.1, it may seek amended Tenders from all Bidders.

9. REPRESENTATIONS

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

10. CONFIDENTIALITY

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

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

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

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

12. UNAUTHORISED COMMUNICATIONS

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

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

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

14. ANTI-COMPETITIVE CONDUCT

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

15. COMPLAINTS ABOUT THE TENDERING PROCESS

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

16. CONFLICT OF INTEREST

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

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

17. LATE BIDS

- 17.1 Bids must be loaded on one drive before 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 loaded 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 Exempted Micro-Enterprises (EMEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.
- 18.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.
- 18.5 Failure to provide the required information may result in disqualification of the Bidder.

19. PREPARATION OF BIDS

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

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 20.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 20.2 The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.

- 20.3 The DBSA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the DBSA reasonably considers that the correction would materially alter the substance of the Bid or effect the fairness of the Tendering Process.

21. OBLIGATION TO NOTIFY ERRORS

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

22. RESPONSIBILITY FOR BIDDING COSTS

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

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

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

24. USE OF BIDS

- 24.1 Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights in any intellectual property contained in the Bids.

- 24.2 Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

25. BID ACCEPTANCE

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

26. EVALUATION PROCESS

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

26.1.1 First stage – Responsiveness - compliance criteria

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

26.1.2 Second stage – functional evaluation

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

26.1.3 Third stage – price and preferential points

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

26.1.4 Fourth stage – risk analysis

- 26.1.4.1 Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as “**Other Objective Criteria**” in terms of the PPPFA Regulations of 2017, in order to ascertain suitability for award.

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

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

26.3 First Stage: Responsiveness

PRE-QUALIFIERS – FAILURE TO COMPLY WITH THE BELOW WILL LEAD TO DISQUALIFICATION

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Adherence to the 2-Envelope submission. Price & Technical Response must be separated in different folders.	Pre-Qualifier	Y
2	Proof of Registration with a recognized Monitoring and Evaluation professional body/ institution, - <u>Provide proof of membership registration with South African Monitoring and Evaluation Association (SAMEA)</u>	Pre-Qualifier	Y
3	The 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	Y

RESPONSIVENESS

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
3	Standard conditions of tender as required.	48 hours	Y
4	Returnable documents completed and signed.	48 hours	Y
5	Submission of Proof of Registration with National Treasury Central Supplier Database (CSD) Summary Report or A Valid and Active Tax Compliance Status Pin issued by SARS for Tax Compliance Status Verification: N.B - Bidder must be fully registered & tax compliant in order to do business with the DBSA.	7 working days	Y
6	Other Prequalifying Criteria applicable to this tender- List them here	48 hours	N

26.4 Second Stage: Functional Criteria

The following evaluation criteria will be applied in evaluating the functionality of tenders. It is anticipated that this assignment will be largely undertaken by a team of individuals.

Submission Requirements

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

- a) Curriculum Vitae of candidate/s
- b) Relevant contactable references must accompany work experience referenced on the Curriculum vitae.
- c) Submissions should include Certificates of Qualifications/ Professional Registrations

Evaluation processes and methodology

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

26.4.1 The Functional Criteria that will be used to test the capability of Bidders is summarised as follows:
(Please see detailed Terms of Reference on Part D)

Technical experience summary

Category	Functionality Criteria	Point (Maximum)
1.	Track Record (experience) in similar work and skills	35
2.	Qualifications (Certificates to be attached)	20
	<i>Relevant academic qualification in an engineering, social sciences, or built environment field</i>	15
	<i>A post-graduate qualification in monitoring and evaluation, or programme management, will serve as a recommendation</i>	5
3.	Understanding of the Brief and Methodology	35
4.	Alignment of Prior Budgeting Reporting Reforms (PBRR)	10
	TOTAL SCORE	100

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

To evaluate the respondent' responsiveness, the Tender should be able to demonstrate capacity and ability to meet the expertise requirements of the project by producing all the relevant documentation and proof of qualifications according to the tender specification.

STAGE 2: FUNCTIONAL EVALUATION

The following evaluation criteria will be applied in evaluating the functionality of tenders. It is anticipated that this assignment will be largely undertaken by an individual technical expert.

Technical experience summary

Category	Functionality Criteria	Point (Maximum)
1.	Track Record (experience) in similar work and skills	35
2.	Qualifications (Certificates to be attached)	20
	<i>Relevant academic qualification in an engineering, social sciences, or built environment field</i>	15
	<i>A post-graduate qualification in monitoring and evaluation, or programme management, will serve as a recommendation</i>	5
3.	Understanding of the Brief and Methodology	35
4	Alignment of Prior Budgeting Reporting Reforms (PBRR)	10
	TOTAL SCORE	100

A minimum point of 70 out of 100 must be scored overall

Only bidders who score a minimum of 70 during the functional evaluation will proceed to be assessed for price and preference evaluation.

A: TRACK RECORD (SKILLS AND PRACTICAL EXPERIENCE) IN SIMILAR WORK (35)

Under this category the service provider will be scored assessing competence in all of the following areas as demonstrated by examples of previous completed assignments:

- Extensive and current knowledge of the reporting and planning reforms processes of the NT.
- Experience in building capacity of metros to improve reporting and planning.
- Extensive experience in institutionalisation of reforms including capacity building approaches and methodologies.
- Research and analytical skills requiring independent initiative, and an ability to develop, analyse and articulate
- project issues and propose reliable solutions.
- An ability to negotiate with internal and external stakeholders on sensitive and contested issues, as

- g) demonstrated by previous completed assignments, and with CSP, the CSP, and other stakeholders in a
- h) manner which develops collaboration and builds partnerships.
- i) Extensive and current knowledge of relevant analytical tools, and technical and administrative functions; and
- j) the application of creativity and independent judgment in resolving problems.
- k) Writing and presentation skills with ability to provide informed technical and programme advice and a track
- l) record of conducting quality control of outputs before delivery or during implementation.
- m) Project and programme management skills and ability to advise on major projects from inception, through to
- n) design and implementation.

DESCRIPTION	CRITERIA	WEIGHT
Track Record (experience) in similar work and skills		
Relevant professional experience in a combination of the following themes: a) Local Government functions of municipalities and their policy environment, b) Local Government performance analysis and reporting, c) Government-wide monitoring and evaluation d) Results-based management, e) Performance Auditing and Audit of Pre-determined Objectives, and National Evaluation System.	✓ 35 = More than 8 relevant system development assignments completed ✓ 25= 7-8 relevant system development assignments ✓ 15 = 5-6 relevant system development assignments ✓ 10 = 3-4 relevant system development assignments ✓ 5 = <3 relevant system development assignments	35
Total Score		35

B: ACADEMIC QUALIFICATIONS (20)

The service provider would require to possess these qualifications as outlined in the Table below:

DESCRIPTION	CRITERIA	SCORE
Qualifications of the Core Team		
i. Relevant academic qualification in an engineering, social sciences, or built environment field.	Honours/ Masters = 15 Degree = 10 Diploma = 5 Not mentioned = 0	15

ii. A post-graduate qualification in monitoring and evaluation, or programme management, will serve as a recommendation.	Honours/ Masters = 5 Degree = 3 Diploma = 2 Not mentioned = 0	5
Total Score		20

C: UNDERSTANDING OF THE BRIEF AND THE METHODOLOGY (45)

The scoring on the understanding of brief will be as follows: -

DESCRIPTION	CRITERIA	SCORE
Understanding of the brief and methodology		
<u>Understanding of the Brief and Methodology</u> Proposed approach and methodology in managing and implementing this project should contain the following components — ● Clear <i>understanding</i> of the context of the assignment ● Clear <i>strategy</i> to the execution of the assignment ● The bidder must provide a <i>project management plan</i> for the development of the works contemplated in this ToR ● The proposal must reflect— - Interpretation of the scope - How the Service Provider will specifically approach the assignment - Alignment of skills with the methodology proposed ● The methodology proposed needs to be <i>innovative</i>, including but not limited to the following— - Extensive and highly interactive stakeholder interactions - Successful blend of qualitative and interactive analysis - Effective management of risk - Effective management of intervention instruments Proposed measurable outputs	✓ 35 – Excellent = comprehensive proposal covering all of the listed components and demonstrating a practical and innovative response to the requirements. ✓ 25 – Very Good = thorough proposal covering most of the listed components and presenting a credible project plan. ✓ 15 – Good = sound proposal that satisfies the requirements and can be achieved. ✓ 10 – Average = repetition of the required outputs	35

		and provision of a project plan. ✓ 5 – Poor = Inadequate consideration of the listed components and a project plan that will not deliver the required outputs.		
	<u>Alignment of Prior Budgeting Reporting Reforms (PBRR)</u> i. Strategic alignment of planning, budgeting and reporting reforms- clear evidence of engagements with stakeholders on a broader platform to drive the reforms agenda.	✓ 10 = Clear evidence in prior engagements in the strategic reporting reforms of the planning agenda ✓ 5 = no clear evidence, but deemed ability to influence stakeholders and reform agendas in the broader National and local sphere ✓ 1 = no evidence and no ability shown	10	
	Total Score		45	

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

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

Price points 80

Preferential procurement points 20

26.5.2 **Price points**

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

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

Where:

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

Pt = Comparative price of tender or offer under consideration; and
Pmin = Comparative price of lowest acceptable tender or offer.

26.5.3 **Preferential procurement points**

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

B-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.

26.5.4 **Total**

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

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

26.6 **Fourth Stage: Risk Analysis & Other Objective Criteria**

a) Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as “Other Objective Criteria” in terms of the PPPFA Regulations of 2017, in order to ascertain suitability for award.

i) If having passed Responsiveness, the tenderer will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Complaint Pin issued by the South African Revenue Services.

- ii) Fully compliant and registered with the National Treasury Central Supplier Database.
- iii) No misrepresentation in the tender information submitted.
- iv) Any non-performance on DBSA, or DBSA client projects.
- v) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- vi) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.
- vii) Convicted by a court of law for fraud and corruption
- viii) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.
- ix) Financial health of the bidder may be assessed if deemed necessary, to ensure that the service provider will be able to operate as per required deliverables (Ratios: Accounts Receivable & Payable Turnover, Liquidity & Solvency).
- x) In terms of unduly high Tendered fees in the Tender offer, refer to the PPR2017.
- xi) PEP Check and Procure Check to be initiated if negative, may result in exclusion

27 STATUS OF BID

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

28 CLARIFICATION OF BIDS

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

29 DISCUSSION WITH BIDDERS

- 29.1 The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.
- 29.2 The DBSA is under no obligation to undertake discussions with, and Bidders.
- 29.3 In addition to presentations and discussions, the DBSA may request some or all Bidders to:
- 29.3.1 conduct a site visit, if applicable;
 - 29.3.2 provide references or additional information;

30 SUCCESSFUL BIDS

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

31 NO OBLIGATION TO ENTER INTO CONTRACT

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

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

32 BIDDER WARRANTIES

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

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

33 DBSA'S RIGHTS

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

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

34 GOVERNING LAWS

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

35 MANDATORY QUESTIONS

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

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

35.1.1

This Bid is subject to the General Conditions of Contract stipulated in this RFP document.	Accept	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.	Accept	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.	Accept	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.	Accept	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.	Accept	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 schedule 1 of the Response format.	Accept	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.	Accept	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.	Accept	Do not accept

35.1.9

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

35.2

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

35.2.1

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.	Accept	Do not accept

35.2.2

	Accept	Do not accept
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Should the Bidder withdraw the proposal before the proposal validity period expires, the DBSA reserves the right to recover any additional expense incurred by the DBSA having to accept any less favourable proposal or the additional expenditure incurred by the DBSA in the preparation of a new RFP and by the subsequent acceptance of any less favourable proposal.		
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35.2.3

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

35.2.4

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

35.2.5

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

35.2.6

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

35.2.7

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

35.2.8

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

35.2.9

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

35.2.10

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

35.2.11

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

35.2.12

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

35.2.13

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

35.2.14

	Accept	Do not accept
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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.		
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35.2.15

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

35.2.16

Should the Bidder change any wording or phrase in this document, the Bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	Accept	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)

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

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

Cell Number:.....

Email Address.....

PART D: TERMS OF REFERENCE & PROJECT BRIEF

TERMS OF REFERENCE

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TECHNICAL ADVISORY SERVICES TO NATIONAL TREASURY'S INTERGOVERNMENTAL RELATIONS BRANCH FOR THE CITIES SUPPORT PROGRAMME (CSP) TO ENABLE STREAMLINED ONLINE REPORTING BY EIGHT METROPOLITAN MUNICIPALITIES

LOCAL GOVERNMENT MONITORING, EVALUATION AND REPORTING SPECIALIST

BACKGROUND INFORMATION

1 Introduction

National Treasury, working with CoGTA and DPME, has initiated a process to review, rationalise and streamline the current reporting arrangements across the main built environment programmes supporting the performance and management of the built environment. This project has been developed in response to two main issues within the built environment.

The first is that there are too many uncoordinated indicators and requests for data by national departments to metros. There was a need to review and rationalise these. The second is that indicators at the output and outcome level are undeveloped. When put together, it is clear that we have been over-measuring inputs and processes and under-measuring outputs and outcomes. In response to this, National Treasury has initiated a process to develop a framework that will map out the reporting requirements for metros with the aim of reviewing, rationalising and streamlining the current reporting arrangements across the main built environment programmes supporting the performance and management of the built environment. This is in line with the current standardisation of the SDBIP. National Treasury is specifically targeting the 8 metropolitan municipalities.

While some reforms have progressed since 2017, and more so since 2019 to date, additional work is required to address the two main issues, more so a refinement and enhancement of the basis laid between 2017 and 2021.

2 Current State of Affairs

As part of the early phases of this project:

- A framework for intergovernmental reporting for metros was adopted in December 2015
- A set of spatial transformation outcome indicators was adopted in early 2017 for implementation in the 2017/18 Built Environment Performance Plans of Metros.

- Circular 88 was published on 30 November 2017, prescribing a complete set of indicators agreed between national government and metros for performance reporting, to be improved upon incrementally. These indicators focused on the following local government functions
 - City Spatial Transformation
 - Water & Sanitation
 - Energy and Electricity
 - Solid Waste and Environment
 - Roads and Public Transport
 - Governance and Administration
 - Fire and Emergency Services
- By the end of 2020 it was apparent that the City Spatial Transformation indicators were not suited for annual statutory reporting due to the longer-term nature of spatial transformation, and that it should move into a different terrain of monitoring and evaluation. The same applies to the climate resilience indicators. The indicators are being incrementally improved, and implementation progressively rolled out.
- Circular 88 Addendum was published in November 2019, and then Addendum 2 in December 2020.
- The significant shift in Circular 88 Addendum 2 (17 December 2020) is that the indicators applied to all categories of municipalities and the circular incorporated planning and budgeting reforms.
- A set of institutional arrangements, governance structure and a shared platform for reporting were adopted by the project steering committee since 2017 and enhanced in 2020 to include planning and budgeting reforms.

This assignment will take the project into a new phase of further institutionalisation and incremental improvement.

3 Project Beneficiaries

The eight metropolitan municipalities will benefit directly from the project. All citizens in the metros, and intergovernmental partners will benefit indirectly as a result of better municipal governance, and more efficient service-delivery by the metros.

4 Related Programmes / Initiatives

This work builds on outputs delivered through city data projects carried out through collaboration between CSP and the Cities Support Programme (CSP) to increase and improve the quality of city economic data, establish an administrative data centre to provide sub-national data, make municipal finance data available on an open data portal, and improve the capacity of cities to manage and use data. It also leads on from the work on city indicators

led by CSP that involves COGTA, DPME and the SA Cities Network. Furthermore, this work builds on outputs delivered through projects focused on the planning and budgeting reforms, and ensures the strategic alignment of planning, budgeting and reporting.

5 The Request for Assistance

CSP is commissioning this work on behalf of the National Treasury's Intergovernmental Relations Branch, as part of an existing Memorandum of Particular Agreement on support for infrastructure and governance themes related to the CSP.

CSP seeks to secure the services of a Professional Service Provider to provide specialist technical assistance in local government planning, budgeting and monitoring, reporting, auditing and evaluation for a period of 24 months in supporting the institutionalisation of reporting reforms for metropolitan municipalities as described in MFMA Circular No 88.

6. OBJECTIVES OF THE SERVICES TO BE PROVIDED

6.1. General Objective

The project aims to implement and institutionalise the intergovernmental planning, budgeting, monitoring and reporting system for metropolitan municipalities described in Municipal Finance Management Act (MFMA) Circular 88 of November 2017.

6.2. Specific Objectives

- To inform and support efforts to streamline the data collection and management systems and processes in the metropolitan municipalities.
- To build capacity within the metropolitan municipal administrations to manage and apply indicators and data to effectively measure performance, inform policy and plans, and communicate results.
- To build capacity within the metropolitan municipal administrations to use the set of indicators as one of the key starting points for an outcomes-led approach to planning and spatial targeting and strategy-led budgeting, as the skeleton on which to hang the planning and budgeting reforms within the local government accountability cycle.
- To build capacity and capability within the government system to support and improves service delivery performance through smarter reporting that is strategically aligned to planning and budgeting.
- To enhance the existing reporting platform to serve not only the requirements of the metros, but all the relevant stakeholders and especially those sector departments that require the reporting for oversight, monitoring and evaluation purposes.

- To ensure that learning is shared within and between the metros and the larger community of practice involved in planning, budgeting and reporting.
- To ensure that the current reforms in local government driven through the DDM are better coordinated to align with the Circular No. 88 reforms.
- To support the NT and CSP by providing technical input and guidance in aligning the reforms to the DMM.

7. ASSUMPTIONS AND RISKS

7.1. Assumptions

It is assumed that the following will be readily available:

- Access to information, reports and records necessary for the outputs and processes for planning, budgeting and reporting.
- Access to staff for information, workshops and other project activities.
- Access to the existing reporting platform
- Accessibility to senior management for decision-making.
- Availability of the responsible officials

7.2. Risks

The following risks have been identified:

- The Service Provider will have to interface with the NT and CSP and other partner departments. There may be some complexity and contradiction in these relationships that will have to be managed to maintain trust and ensure success of the project.
- The needs for support expressed by the metropolitan municipalities may exceed the available time within this contract. Decisions will have to be made on priority needs and how to respond in the most cost-effective and impactful manner.

8. SCOPE OF THE WORK

8.1. General

The scope of this project is restricted to the planning, budgeting and reporting of eight metropolitan municipalities to national government, while it is recognised that there will be parallel development of approaches for intermediate cities and rest of local government. The extension of this work for intermediate cities is a separate yet interrelated project under the same governance structure but managed by CoGTA.

It covers four main streams of work:

- a) Support to and capacity building of users and implementers of the system
- b) Support the institutionalisation of the planning, budgeting, and reporting reforms project within the key governance partner, being the NT-IGR, DPME and COGTA.
- c) Incremental improvement, refinement and enhancement to indicators and the choice of correctly placing the city spatial transformation and climate resilience outcomes within the appropriate terrain of planning and M&E tools.

The appointment period will be for approximately 24 months. The total level of effort therefore should be 360 days over 24 months. **The role requires a small team of 2-3 individuals, who fulfils the requirements, and not a team.**

The service provider will be required to work closely with a system developer who is contracted to produce the web-based reporting platform.

8.2. Main Tasks to be Performed.

The support will comprise 4 workstreams:

Workstream 1: User Support

- A multitude of users will need to be supported in the planning, monitoring and reporting aspects of implementing these new systems. This involves training of users, technical responses to metro queries, guidance notes to users.

Workstream 2: Support to Institutionalising the management and Governance Arrangements

- Central to a co-ordinated approach to shared reporting, are collaborative governance arrangements the emphasise the shared ownership of this system. The shared Steering Committee needs to be supported to provide an effective governance service to this project.
- Institutionalisation and handover planning and support for the implementation of such a institutionalisation road map, including development of procedural manuals and capacity building of internal staff in NT.
- The reporting reform project for intermediate cities and the rest of local government, being managed from CoGTA under the joined Reporting Reforms Steering Committee, will require input and guidance to ensure seamless alignment of the 2 reporting reforms processes

Workstream 3: Indicator Refinement

- The system relies on an ongoing pipe-line of indicators being systematically managed for future introduction and support will be required to selected sector departments to manage the engagements with cities in the production of these indicators.
- This may require support for the production of an updated C88 for issuing to Cities.

The following table sets out the activities for each of these project components:

Activities	
Workstream	Activity
Workstream 1: User Support	● Regularly Brief User Groups (Cities, Sector Departments, Transversal Partners) ● Ongoing Technical support and query management ● Establish key user forums (Metros + sector departments) ● Support the development of Council on City Data ● Produce guidance notes ● Implement training programme
Workstream 2: Support Governance Arrangements and Institutionalisation	● Coordinate engagements with partner departments and entities ● Develop an Institutionalisation and handover plan and support for the implementation of such an institutionalisation road map, including

	development of procedural manuals and capacity building of internal staff in NT. • Guidance and support to the reporting reforms project for intermediate cities, managed by CoGTA
Workstream 3: Refine and Improve Indicators	• Modifications and refinements to Tier 1 and Tier 2 indicators • Establish and oversee technical working groups for each sector • Develop and graduate Tier 3 and 4 Indicators • Facilitate engagements with sector departments to agree on shared reporting requirements including other LG sectors • Develop MOU with each sector department • Contribute to new MSA regulations
Workstream 4 Strategic Management of planning, budgeting and reporting reforms	• Preparing for managing and reporting on joint steerco meetings as well as Planning Alignment Task Team (PATT) and Metro Spatial Framework (MSF) • Looking forward and backwards in terms of previous meetings to ensure continuity and coherence • Strategic inputs expected from the consultants to take forward the reform process.

8.3. Project Management

The Service Provider will be contracted by DBSA. They will report to the CSP project manager on contract issues and the CSP Project Leader, IGR-LGBA project manager on content and project processes. The regularity of the meetings and reporting will be negotiated with the successful Service Provider, but the proposal should include 1 (one) day a month for project reporting and oversight.

The project manager will approve all outputs in respect of the Tasks to be Performed and will be responsible for quality control.

9. THE EXPECTED OUTPUTS AND OUTCOMES

9.1. Outputs

The deliverables and timeframes for each of the workstreams are indicated in the table below:

Deliverables and Timeframes		
Workstream	Deliverables	Timeframes
Workstream 1: User Support	• Briefings, support, guidance notes, training sessions	• Ongoing and on demand
Workstream 2: Support Governance Arrangements and Institutionalisation	• Briefings for the governance meetings • Handover plan, capacity building plan, procedural manual.	• Within 3 months of commencing work: handover and capacity building plan • Within 12 months of commencing procedural manual.
Workstream 3: Refine and Improve Indicators	• Annually Revised Indicators • Develop MOU with each sector department • Contribute to new MSA regulations	• September each year • February 2020 • January 2020
Workstream 4: Strategic alignment of planning, budgeting and reporting reforms	• Meeting notes and presentations • Evidence of strategic inputs	• Ongoing and on demand

9.2. Outcomes

Streamlined and strengthened reporting on various aspects of performance by the eight metropolitan municipalities in South Africa.

10. REQUIRED EXPERTISE

10.1. Number of Assistants

CSP requires the services of two to three individuals with appropriate skills and experience to fulfil the Service Provider role. This section sets out the requirements that must be met by the Service Provider in terms of skills, expertise and experience. These requirements will be key to the selection for this assignment.

10.2. Expertise

Relevant academic qualification:

It is anticipated that the Service Provider will have a relevant academic qualification in an engineering, accounting, economics, social science, or built environment field. A post-graduate qualification in monitoring and evaluation, or programme management, will serve as a recommendation.

Relevant professional experience:

The service provider should be a seasoned monitoring, evaluation, and reporting professional. And have experience in a combination of the following themes:

- Local Government functions of municipalities and their policy environment,
- Local Government performance analysis and reporting,
- Government-wide monitoring and evaluation and Results-based management, Performance Auditing and Audit of Pre-determined Objectives, and National Evaluation System.

The Service Provider must have **practical understanding and competence** in all of the following areas as demonstrated by examples of previous completed assignments:

- a. Extensive and current knowledge of the reporting and planning reforms processes of the NT.
- b. Experience in building capacity of metros to improve reporting and planning.
- c. Extensive experience in institutionalisation of reforms including capacity building approaches and methodologies.
- d. Research and analytical skills requiring independent initiative, and an ability to develop, analyse and articulate project issues and propose reliable solutions.
- e) An ability to negotiate with internal and external stakeholders on sensitive and contested issues, as demonstrated by previous completed assignments, and with CSP, the CSP, and other stakeholders in a manner which develops collaboration and builds partnerships.
- f) Extensive and current knowledge of relevant analytical tools, and technical and administrative functions; and the application of creativity and independent judgment in resolving problems.

g)Writing and presentation skills with ability to provide informed technical and programme advice and a track record of conducting quality control of outputs before delivery or during implementation.

h)Project and programme management skills and ability to advise on major projects from inception, through to design and implementation.

11. REPORT/S AND EVALUATION

11.1. Report/s

The following project reports will be required to be submitted in the pre-agreed formats as proof of delivery of services:

- Inception Report and Process Plan
- Project progress reports at key milestones.
- Ad-hoc reports and those defined by a work schedule to be determined at inception.
- Annual close-out reports.

Invoices submitted by the Service Provider to the PM and CSP for payment for professional services rendered, will not be approved unless accompanied by a timesheet and progress report confirming deliverables during the period of service.

4.1 Submissions

The closing time for submissions 23H55 (Telkom time) on **27 August 2021 at 23:55 PM**

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

Annexure A - Price proposal (Price Proposal must be attached in a different Folder)

The Pricing Proposal submitted and included as Annexure A to all Bids submitted. Professional fees must be included with the other fees e.g., disbursements.

Activities	Outputs/Deliverables	Timeframe	Cost (Lump Sum)
Workstream 1: User Support			
- Regularly Brief User Groups (Cities, Sector Departments, Transversal Partners) - Ongoing Technical support and query management - Establish key user forums (Metros + sector departments) - Support the development of Council on City Data - Produce guidance notes - Implement training programme	Briefings, support, guidance notes, training sessions	Ongoing and on demand	
SUB-TOTAL			
Workstream 2: Support Governance Arrangements and Institutionalisation			
- Coordinate engagements with partner departments and entities - Develop an Institutionalisation and handover plan and support for the implementation of such an institutionalisation road map, including development of procedural manuals and capacity building of internal staff in NT. - Guidance and support to the reporting reforms project for intermediate cities, managed by CoGTA	- Briefings for the governance meetings - Handover plan, capacity building plan, procedural manual.	- Within 3 months of commencing work: handover and capacity building plan - Within 12 months of commencing procedural manual.	
SUB-TOTAL			
Workstream 3: Refine and Improve Indicators			
- Modifications and refinements to Tier 1 and Tier 2 indicators - Establish and oversee technical working groups for each sector - Develop and graduate Tier 3 and 4 Indicators - Facilitate engagements with sector departments to agree on shared reporting requirements including other LG sectors - Develop MOU with each sector department - Contribute to new MSA regulations	- Annually Revised Indicators - Develop MOU with each sector department - Contribute to new MSA regulations	- September each year - February 2020 - January 2020	
SUB-TOTAL			
Workstream 4: Strategic Alignment of Planning, Budgeting and Reporting Reforms			
- Preparing for managing and reporting on joint steerco meetings as well as Planning Alignment Task Team (PATT) and Metro Spatial Framework (MSF) - Looking forward and backwards in terms of previous meetings to ensure continuity and coherence - Strategic inputs expected from the consultants to take forward the reform process.	- Meeting notes and presentations - Evidence of strategic inputs	Ongoing and on demand	
SUB-TOTAL			
1. Resource Names			
a) Project Lead	Rate per hour Excl. VAT		
b) Project Team Professional	Rate per hour Excl. VAT		
c) Project Team Professional	Rate per hour Excl. VAT		
SUB-TOTAL			
2. Disbursements @10%			
3. VAT @15%			
4. GRAND TOTAL			
Maximum Cost for the Project Duration (Professional Fees, Disbursements plus VAT)			

- Bidders are permitted to include any other cost item/s deem fit provided that they are related to the project scope.
- Note: The price offer will be fixed for the duration of the project. The pricing for the project must be based on key milestones.
- The price should include the costs of all activities and related expenses expressed in South African Rand.
- The price must be broken up into respective phases / activities as outlined in this brief, with the exact same descriptions – only the bidder specific added cost items may differ.
- An indication of an hourly rate for the individual service provider involved must be provided. The hours anticipated per individual service provider is also required as a guideline for project implementation.

Annexure B

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

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

Annexure C

TAX COMPLIANCE REQUIREMENTS

IT IS A CONDITION OF THIS TENDER THAT THE TAXES OF THE TENDERER MUST BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH THE SOUTH AFRICAN REVENUE SERVICES (SARS) TO MEET THE RESPONDENT'S TAX OBLIGATIONS.

BIDDERS TAX STATUS MUST REMAIN COMPLIANT IN RESPECT TO THE EVALUATION PROCESS THROUGHOUT THE TENDER PROCESS, IN ORDER FOR A BIDDER TO BE EVALUATED.

1. The valid and active Tax Compliance Status Pin issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the valid and active Tax Compliance Status Pin will result in the invalidation/ disqualification of the tender submission as per stipulated Responsiveness Evaluation.
2. Valid Tax Compliance is a mandatory requirement for successful bidders post the tender process to be awarded a contract in terms of this tender.
3. Where Joint Ventures/ Consortia/ Associations, etc. are involved, the Tax Compliance status will be based on the main Joint Venture Partners status. However, the Tax Compliance status documentation of all the Joint Venture Partners are to be appended to this page. Any tax noncompliance of any party will require a bidder to provide fully compliant tax status for any award to be made.

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

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

(Signature)(Date)

Annexure D

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

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

2.1 Full Name of Bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder¹):
.....

2.4 Company Registration Number:
.....

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:

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

¹"State" means –

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

¹ "Shareholder" means a person who owns shares in the company.

- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

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

YES	NO

2.7.1 If so, furnish particulars:

.....

.....

.....

.....

.....

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

YES	NO

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

YES / NO

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

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

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / **NO** trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES /

2.8.1 If so, furnish particulars:

.....

.....

.....

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

If so, furnish particulars:

.....

YES	NO

.....

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

YES	NO

If so, furnish particulars.

.....

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

YES	NO

If so, furnish particulars:

.....

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

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

DECLARATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	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 a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

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

$$P_s = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

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

- 4.1 In terms of Regulation 5 (2) and 6 (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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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*)

(*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 contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that

person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

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

DATE:.....

ADDRESS.....

.....

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:		

SBD 8

CERTIFICATION

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all 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 *per 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.

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.

SBD 9

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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.**

.....
SignatureDate

.....

Position Name of Bidder

Annexure H

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

Annexure I

certified copies of the latest share certificates of all relevant companies

Annexure K

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

Annexure L

[General Conditions of Contract]

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

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

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

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

Annexure M

CSD Registration Summary Report

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