

REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA	
BID NUMBER:	RFP 123/2024
ISSUE DATE	04 OCTOBER 2024
COMPULSORY BRIEFING DATE	15 OCTOBER @ 11h00am Microsoft Teams Need help? Join the meeting now Meeting ID: 328 325 157 643 Passcode: nJLL5i
CLOSING DATE:	28 OCTOBER 2024 @ 23h55
CLOSING DATE AND TIME FOR SUBMISSION LINK REQUESTS:	Closing time for the OneDrive Link submissions – 24 OCTOBER 2024 AT 16h00 (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:	PROFESSIONAL SERVICE PROVIDER TO CONDUCT A FEASIBILITY STUDY FOR NJOLI SQUARE REDEVELOPMENT PROJECT UNDER NATIONAL TREASURY INTER-GOVERNMENTAL RELATIONS NEIGHBOURHOOD DEVELOPMENT PARTNERSHIP PROGRAMME (NDPP)
RESPONSES TO THIS RFP SHOULD BE SUBMITTED ELECTRONICALLY	a) Bidders are required to request for a submission link. b) Bidders are required to click on the Tender Submission Link as provided as soon as bidders are ready to submit. c) No Emailed responses to accepted.

	d) Bidders are to ensure the documents being loaded are correct and accurate - once they are loaded, they cannot be accessed again or deleted. e) If incorrect documents are loaded, the new document loaded must include the wording "Corrected". f) Only Files can be loaded, not folders. g) 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. h) This will allow Bidders to load the whole Compressed/ Zipped Folder as a file format to the Tender Submission Link. i) Once documents have been loaded, the Bidder will receive a confirmation email of the upload. j) Uploading of submission must be in the structure and order as prescribed in this tender and MUST BE LABELLED CORRECTLY. k) No assistance will be provided to Bidders after hours.
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	

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PART A: INVITATION TO BID

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

BID NUMBER: RFP 123 /2024
CLOSING DATE: 28 OCTOBER 2024
CLOSING TIME: 23H55

DESCRIPTION:

PROFESSIONAL SERVICE PROVIDER TO CONDUCT A FEASIBILITY STUDY FOR NJOLI SQUARE REDEVELOPMENT PROJECT UNDER NATIONAL TREASURY INTERGOVERNMENTS RELATIONS NEIGHBOURHOOD DEVELOPMENT PARTNERSHIP PROGRAMME (NDPP)

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 PIN 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: SBD 4 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 **Price and Preferential Points Assessment** means the process described in clause 0 of this Part C, as prescribed by the PPR 2022.
- 1.17 **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.

- 1.18 **Qualifying Criteria** means the criteria set out in clause of this Part C.
- 1.19 **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.
- 1.20 **SARS** means the South African Revenue Service.
- 1.21 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.22 **SLA** means service level agreement.
- 1.23 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.24 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.25 **State** means the Republic of South Africa.
- 1.26 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.27 **Tender Manager** means the person so designated under clause 3 (Tender Manager) of this RFP Part C.
- 1.28 **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.
- 1.29 **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:

NOMA RAKOMA

DBSA Supply Chain Unit

Email: nomascm@dbsa.org

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

- 4.1 No Hardcopies of Tenders are to be submitted/ Only Electronically

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 LABILLED IN LINK.** 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 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.
- 18.3 Failure to provide the required information may result in disqualification of the Bidder.

19. PREPARATION OF BIDS

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

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 20.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.

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

21. OBLIGATION TO NOTIFY ERRORS

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

22. RESPONSIBILITY FOR BIDDING COSTS

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

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

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

24. USE OF BIDS

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

25. BID ACCEPTANCE

All Bids received must remain open for acceptance for a minimum period of 120 (One Hundred and Twenty) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

26. EVALUATION PROCESS

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

26.1.1 FIRST STAGE – RESPONSIVENESS -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 PPR 2022, in order to ascertain suitability for award.

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**

PART A: 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-Folder submission. Folder 1: Price Proposal Note: Bidders must ensure that the technical response and price details are separated	Pre-Qualifier	Y
2	Attendance of the Compulsory Online Briefing Session	Pre-Qualifier	Y

PART B: RESPONSIVENESS

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

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
3	Adherence to the Standard Conditions of Tender as required. (No deviations, qualifications, and alternatives).	48 hours	Y
4	Returnable documents completed and signed.	48 hours	Y
5	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: - Bidder must be registered in order to do business with the DBSA.	7 days	Y
6	A Tax Pin issued by SARS.	48 hours	Y
7	Valid Letter of Good Standing (COIDA).	48 hours	Y
8	Proof of Professional Indemnity Insurance to the value of R 3 500 000.00 .	48 hours	Y
9	SANAS approved BBBEE Certificate/ Affidavit. (Consortiums, Joint Venture Companies and Partnership must submit a consolidated BBBEE Certificate) Non-response to clarification will result in bidder scoring 0 points for Price and preference.	48 hours	Y

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 qualified technical team appointed as BEC.

Technical experience summary

Category	Functionality Criteria	Point (Minimum)	Point (Maximum)
1.	Experience - Track Record in <u>relevant</u> similar work (Supporting Documents describing the nature of works)	30	40
2.	Individual Academic <u>Qualifications and Skills</u>	20	30
3.	Understanding of the <u>Brief and Methodology</u>	20	30
	TOTAL SCORE	70	100

A minimum point of **70% of 100%** must be scored overall.

Bidders are required to score the minimum points per category to proceed.

A: EXPERIENCE: TRACK RECORD IN RELEVANT SIMILAR WORK (40)

Under this category the Bidder will be scored assessing competences in all of the following areas as demonstrated by examples of **previous completed assignments**:

- **“Similar Nature” definition** - Company Experience and track record of a minimum of **Five (5) years** in completing projects within the fields of either **property development, urban management, or spatial planning**.
- Bidders to provide a list of Appointments, Project Values, Completion Dates, Contactable References and supporting documents describing the nature of the works. The supporting documents may include but are not limited to the following.
 - i. Company Profile, Proposals, Contracts, Client Reference Letters etc

- Below is a guideline on how the bidder may submit.

Appointment List	Project Values	Completion Dates	Contact References	Supporting Documents describing the nature of works
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- **NOTE:** The DBSA reserves the right to contact all references provided. The bidder must ensure that the contact details are provided for verification purposes.

DESCRIPTION	CRITERIA	WEIGHT
Experience: Track Record in <u>relevant</u> similar work		
Relevant professional experience in execution of either property development, urban management, or spatial planning:		
a) Demonstrated practical experience related to the scope of works.	≥ 5 + years (10) 2 - < 5 years (5) < 2 years (2) No Experience (0)	

b) Experience in conducting feasibility studies and land design projects on Public, Private sector Local Government.	≥ 5 + years (10) 2 < 5 years (5) < 2 years (2) No Experience (0)	40
c) Understanding and experience on working with economic and property development content and processes	≥ 5 + years (10) 2 - < 5 years (5) < 2 years (2) No Experience (0)	
d) Local Government functions of municipalities and their policy environment	≥ 5 + years (10) 2 - < 5 years (5) < 2 years (2) No Experience (0)	
<i><u>This will be evaluated based on examples of successfully completed relevant assignments/ projects with references.</u></i>		
Total Score		40

B: ACADEMIC QUALIFICATIONS AND SKILLS (30)

The Academic Qualifications and Skills of **Project Team** would require possessing these qualifications and skills as outlined in the Table below:

- The **CVs** of the proposed **Team Leader** and **Technical Team** should **include qualifications, detailed relevant work experience, number of years in expertise field and specific relevant assignments completed** (with dates when work was done).
- The bidders are encouraged to include the organogram that clearly depict the team leader and technical team.
- Qualifications issued by foreign tertiary institutions **must** be accompanied by the SAQA aligned documentation.
- All Qualifications should be attached to the CV.

DESCRIPTION		
The Team Leader should possess one or more of the following Qualification(s) a) Built Environment b) Property Economist c) Property Development	CRITERIA • Honours/ Masters /Equivalent National Diploma = 10 • Degree/ Diploma = 5 • Matric, Not mentioned = 0	SCORE 10
Skills and Practical Experience for the Technical Team. The recommended resources should comprise of a minimum of <u>THREE</u> technical team members with the following expertise. i. Economic Development OR Property/Development Economist ii. Regional/Development Planning iii. Social Facilitation, Community Participation iv. Developer/Operator	• Five skills = 20 • Four skills = 16 • Three skills = 12 • Two skills = 8	20

v. Environmental Notes: - Four points each per skill. - If less than 5 years' <u>proven</u> experience in any listed skills, score 0.	One skill = 4	
Total Score		30

C: UNDERSTANDING OF THE BRIEF (30)

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

- The project proposal (including a project approach, resourcing plan and implementation plan with timeframes);

DESCRIPTION	CRITERIA	SCORE
<u>Understanding of the Brief and Methodology</u> Proposed approach and methodology in managing and implementing this project should contain the following components: - Clear practical approach and <i>understanding</i> of the context of the assignment. - Clear <i>strategy</i> and timelines to the execution of the assignment - Detailed <i>project execution plan</i> in line with the project scope anticipated in this ToR.	30 – Excellent = comprehensive proposal covering all of the listed components and demonstrating a practical and innovative response to the requirements. 20 – Good = sound proposal that satisfies at least two listed components as covered on the terms of reference. 10 – Average/Poor = repetition of the required outputs and provision of a project plan. 0 – No Submission.	30
Total Score		30

26.5 THIRD STAGE: FINANCIAL OFFER AND PREFERENCE

- i. Those Bidders which have passed the initial stages of the tender Process will be scored on the basis of price and preference point allocation in accordance with the applicable legislation.
- ii. The successful Bidder will be the Bidder that scores the highest number of points in the second stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP.
- iii. Points will be allocated to Bidders at this stage of the evaluation, as follows:

Price points	80
Specific Goals (namely, BBBEE status level of contributor)	20

iv. **Price points**

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

$$Ps = 80(1-(Pt-Pmin)/Pmin)$$

Where:

Ps = 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.

v. **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.

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 specific goals (out of 20). The successful Bidder will be the Bidder which has the highest total points (out of 100) for both price and specific goals (unless there is a basis for selecting a different successful Bidder).

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, shall additionally be reviewed against the following points listed as “**Other Objective Criteria**” in terms of the PPR2022, in order to ascertain suitability for award – we reserve the right to clarify any aspects listed hereunder where applicable.
- i) If having passed Responsiveness, the tenderer shall 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) Registered with the National Treasury Central Supplier Database.
 - iii) No misrepresentation in the tender information submitted.

- iv) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- v) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.
- vi) Convicted by a court of law for fraud and corruption.
- vii) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.
- viii) Financial health of the bidder may be assessed if deemed necessary, to ensure that the service provider shall be able to operate as per required deliverables (Ratios: Accounts Receivable & Payable Turnover, Liquidity & Solvency).
- ix) Any bidder who has had a tender award terminated by the DBSA for non-performance during the 18 months preceding the closing date of this RFP will not be eligible for award under this RFP. In addition, any bidder who has received a written notice of non-performance in the twelve-month period preceding the award of this RFP, may in the discretion of the DBSA, be excluded from recommendation for further awards until the non-performance, or the circumstance giving rise to the non-performance, has been remedied to the satisfaction of the DBSA.
- x) PEP Check and Procure Check to be initiated and if negative, may result in exclusion.
- xi) As per **Additional Conditions of Tender**.

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

	Accept	Do not accept
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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.		
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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

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.	Accept	Do not accept

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 PPR 2022) 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

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.	Accept	Do not accept

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 affected 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
PROFESSIONAL SERVICE PROVIDER TO CONDUCT A FEASIBILITY STUDY FOR NJOLI SQUARE REDEVELOPMENT PROJECT UNDER NATIONAL TREASURY INTER-GOVERNMENTAL RELATIONS NEIGHBOURHOOD DEVELOPMENT PARTNERSHIP PROGRAMME (NDPP)

1. PURPOSE

The purpose of the terms of reference is to appoint a service provider to conduct a feasibility study Njoli Square node on behalf of the National Treasury – Intergovernmental Relations Neighbourhood Development Partnership Programme (NDPP)s. The purpose of the appointment is to develop a business plan and operational management plan, in consultation with key stakeholders, for the Njoli Square node.

2. PROGRAMME BACKGROUND

- 2.1** The Njoli Square node in New Brighton / KwaZakhele township has been identified as a node of metropolitan spatial significance, with catalytic potential, as detailed in the iBhayi Local Spatial Development Framework (LSDF) (2014-2020). The development of the node has great potential to enhance commercial activity and provide community services in this township.
- 2.2** The Njoli Square node comprises four land portions (see attached diagram A to D). The node is bisected by the Dibanisa Road and Daku Street corridor, which forms part of the wider Khulani Corridor Integration Zone. These streets have a vital connectivity and commercial role to play in the surrounding neighbourhood. Dibanisa Road is found in KwaZakhele 2 and connects the iBhayi area to Motherwell; Daku Street plays a role in connecting New Brighton/KwaZakhele to the wider metro. Sections of the corridor between the Njoli Square node and KwaZakhele Spar as well as between Njoli Square node and Daku Steet Shoprite Mall function as an emerging economic high street (with activity functions distinct from their mobility function), which should be further enabled as a spatial development edge.
- 2.3** The LSDF and Precinct Plan recognises that the long-term opportunity for this corridor centres on intensifying the land use rights, to support the commercial operation of this street, as well as interventions to encourage a denser urban form.
- 2.4** The process of developing the spatial vision of the LSDF and Njoli Precinct Plan has been gradual and protracted, with informal land uses and business activities, including transport operations, detracting from the realisation of these plans. This has necessitated a strategic reassessment of the use of the Njoli Square node (including land portions) and development possibilities. The process of reassessment was advanced as part of the New Brighton Township Economic Development (TED) Project.

2.5 The TED strategy for New Brighton notes that the functioning of the Njoli Square node requires both immediate, stabilising interventions (hereafter referred to as first fixes) and medium-term actions to unlock the land and secure opportunities for private investors and partners.

3. BACKGROUND TO THIS TERMS OF REFERENCE

3.1 The New Brighton TED Project is a technical assistance collaboration between the Cities Support Programme (CSP) of National Treasury and the NMBM. The Project has assisted the Metro to conceptualise and endorse an economic development strategy for New Brighton / KwaZakhele. As part of the TED development process, a situational analysis was undertaken, which included field interviews with township businesses, an assessment of high potential business nodes and precincts, an analysis of institutional stakeholders and available business development support opportunities, and a series of transversal engagements with Metro departments to align proposed TED interventions to existing and planned interventions. Based on the New Brighton Situational Analysis, 8 TED projects were refined in project charters. The process of developing the charters entailed an extensive process of engagement and consultation. The 8 TED project charters were then approved by the NMBM Exco in June 2022.

3.2 Two of the 8 New Brighton TED Projects, as detailed in project charters, specifically focus on the development of the Njoli Square node, namely:

- **Project 1: Develop and implement a strategy to revitalise the Daku Road commercial high-street.**
- **Project 2: Develop and implement the Njoli Square Precinct Plan.**

3.3 The project charters directly inform the scope of work in these terms of reference (ToRs). The charters provide specific direction to the advancement of the iBhayi LSDF and Njoli Precinct Plan in respect to the four land portions and the adjacent street environment. **Note: The TED Situational Analysis and project charters are the foundational work on which the current terms of reference are based, and hence the service provider must avoid repeating or deviating from this work.**

3.4 New Brighton TED Project 1 refers to the development of Njoli Square node in respect to 'Sub-Precinct B', and the section of the high street adjoining Sub-Precinct B, from Daku Road Shoprite to Daku Square Shopping Centre. The project charter has proposed a high-level schematic vision for a first-fix development intervention, with enabling infrastructure, on Sub-Precinct B, see annex A and B for a visual overview of the spatial context. The objectives of the development intervention are:

- i. To propose a range of revenue generation mechanisms, including signage, utilities, services, storage, business use, pop-up events and others.

- ii. To propose strategies to operationally manage the developed sub-precinct for the benefit of both the Metro, local businesses and the community, with responsibility for management, upkeep and maintenance, security, marketing, and generally enhancing the use of the space on agreed principles.

3.5 The scope of work and ToRs are intended to advance the foundational research, spatial and infrastructure design, business strategy, and development process, as set out in the approved charters linked to the New Brighton TED Strategy.

3.6 New Brighton TED Project 2 refers to sub-precincts A, B, C and D that comprise the core properties within the Njoli Square node. The TED Project Charter 2 has proposed a series of interventions to advance the spatial and commercial development of Njoli Square. These include technical support to:

- i. Secure stakeholder support for and participation in the envisaged development of Njoli Square node, including existing users, community representatives / ward councillors, and business organisations.
 - ii. Develop a business plan. The business plan is to present options for land release to the market, including lease or sale options, and provide guidance in respect to the asset transfer.
 - iii. Advise on the consolidation of the Njoli Square land parcels into a number of economically feasible land units, suitable for private sector investment on different scales / market objectives. It is envisaged that the long-term development mixture will include:
 - Large scale retail
 - Small scale retail
 - Micro-enterprises (i.e. very small businesses)
 - Service oriented businesses
 - Street trading under structures within an ordered system
 - Accommodation
 - Taxi ranking and holding
 - Off-street parking
 - Fuel retail
- A. Prepare an Njoli Square development prospectus for the market, soliciting interest from investors / developers for Sub-Precincts A, C and D and the proposed business units within Sub-Precinct B.
 - B. Facilitate an engagement with property developers to secure bids for acquiring development rights on Sub-Precincts A, C and D (expressions of interest).
 - C. Develop a precinct management strategy and operational plan for the entire Njoli Square precinct.

3.7 The scope of work and ToRs are intended to advance the foundational research, spatial and infrastructure design, precinct management strategy, and development process, as set out in the approved charters of the

New Brighton TED Strategy, projects 1 and 2. The capital funding to develop the proposed infrastructure will be secured from the Neighbourhood Development Partnership Programme (NDPP) of National Treasury (NT).

- 3.8** The technical service requirement to advance these two projects has been split into two (2) components. The first component focuses on the development of a business plan and precinct management strategy, the second component focuses on the required land assembly and detail designs for infrastructure and the public environment upgrade. This document addresses the first component.

4. SCOPE OF WORK

- 4.1** The implementation of Projects 1 and 2 comprises 2 parts. These are described as A and B. The current ToRs and Scope of Work relates to Part A and focus predominantly on the development of the business plan and precinct management plan.

- 4.2** The scope of work comprises three, inter-connected, work packages.

4.2.1 Work package 1A sets out to develop a robust business plan for the development of Sub-Precincts A, C and D, to facilitate the market for development, and support the NMBM to secure bids for the development of these sites.

4.2.2 Work package 2A seeks to secure broad consultation on the development outcome and opportunities with communities, vested interest groups and current users, and public representatives. These consultations are to secure support for the development and build an awareness of economic opportunities for local businesses and the wider community. The community engagement process will be undertaken in collaboration with the Mandela Bay Development Agency.

4.2.3 Work package 3A is aimed at developing a business and operational plan for the sustainable management of the Precinct B.

- 4.3** It is expected that the three work packages will be undertaken concurrently, with agreements secured in the stakeholder engagement process integrated into the detailed design and business and operation plan. The consultant will be required to work in tandem with the service provider appointed to undertake the land assembly and detailed design components (Part B).

- 4.4** All information produced within the Scope of Work vests with National Treasury and Nelson Mandela Bay Municipality (NMBM). The works will be supported by a Project Steering Committee comprising of NMBM

project managers, strategic partners and National Treasury – NDPP to give oversight and to ensure timeous delivery and alignment.

5. PROPOSED APPROACH

Work Package 1A

There are three objectives in this work package:

- i. To prepare a business plan for Sub-Precincts A, C and D. The business plan must present options for land release, including lease or sale options, and provide guidance to the respective asset transfer process from the Metro to investors / operators. The business plan must specify a range of end users, including (social) housing, retail (varying in scale), commercial office space, off-street parking, taxi ranking and other, as informed by a demand analysis, for the 3 land portions (A, C and D).
- ii. To prepare a Njoli Square development prospectus, based on the business plan and integrating key outputs from other work packages, to inform the market / private investors on land development opportunities within Njoli Square.
- iii. To facilitate engagements with (private) independent investors to secure bids for the development of the Njoli land parcels (as determined for sub-precincts A, C and D). It is envisaged that the service provider will provide a turnkey service in this process.

#	Approach Activities	Estimated Time Allocation
1.	Inception report and workplan, detailing the service providers' approach, including specific activities relating to the work package.	± 1 month
2.	Conduct an analysis of market demand in the New Brighton / KwaZakhele context for different types of commercial property, including accommodation, retail, service businesses, informal trade and public transport activities. Based on this analysis, recommend property development options and developers for the 3 sub-precincts (A, C, D) and provide a detailed projection of income potential under high, medium and low economic growth / demand scenarios. The recommendations must include an assessment of risks. The plan must take into consideration the agreement reached in the processes of stakeholder engagement. Note that Sub-Precinct B is recommended to remain as a Metro asset.	± 6 months
3.	Advise the land assessment and architectural design team (separate consultancy, Part B) on a range of business units to be accommodated in the design for Sub-Precincts A and B , including sizes and spatial configurations, to address the identified market demand. The recommendations must address anticipated business needs in terms of security, storage, access to power, and parking within the node.	± 2 months

4.	Present the draft business plan to stakeholders (including NMBM and project management) in a public participation process and incorporate comments, suggestions and decisions in a revised plan. The public participation must provide clear direction on the disposal or transfer of the assets (in line with the Municipal Finance Management Act), as recommended in the plan.	± 3 months
5.	Submit the business plan to Council to secure in-principle approval for the asset transfer.	± 2 months
6.	Translate the council approved Njoli Square business plan into a development prospectus. The prospectus is to be made accessible to local stakeholders and potential investors.	± 2 months
7.	Arrange a market engagement (building on prior mobilisation) and present the business plan to potential investors. The engagement process is to include the preparation of a tender process to secure formal bids to acquire development rights to the sites. The consultant to work with NMBM / MBDA to prepare the tender documents.	± 6 months
8.	Prepare and submit a close out report.	± 1 month
Total Estimated Time Allocation		3680 hours

Work Package 2A

The scope of stakeholder engagement must include the following role-players: ward councilors and community representatives; owners of individual properties within and adjoining Sub-Precinct A, B, C and D; organised taxi members operating within the Sub-Precinct; existing businesses and street traders operating within the node, and shoppers and commuters using the node and other interested and affected parties as identified in the process of engagement.

#	Approach Activities	Estimated Time Allocation
1	Inception report and workplan, detailing the service providers' approach, including specific activities relating to the work package. (<i>To be undertaken as part of <u>Work package 1</u></i>)	Part of Work Package 1
2	Facilitate an engagement with ward councillors and metro departments to secure high-level support for the Sub-Precinct and high-street development.	± 2 weeks
3	Facilitate an engagement with i) existing business users, including taxi associations and operators and traders, ii) commuters and iii) shoppers to scope their developmental needs and understand existing social structures and relationships.	± 3 weeks
5	Advise the consultant(s) on the land assembly / detailed designs (Part B) on the outcome of the engagement processes and document key learnings to be incorporated into the design and operational model for trader and SMME infrastructure, including expectations and capacity limitations (predominantly focused on Sub-Precinct A and B).	± 2 weeks

6	Present operational model for Sub-Precinct B to potential users and community stakeholders to test the suitability of designs and operational systems.	± 2 weeks
7	Facilitate a community and stakeholder report-back engagement and advise stakeholders of the next-steps in the development process. The engagement process should provide specific details of the plan for vacating the site to enable the commencement of construction / land hand-over to investors. The participation of ward councillors must be secured.	± 2 months
Total Estimated Time Allocation		440 Hours

Work Package 3A

The business and operational plan, focusing on Sub-Precinct B, must address the multiple requirements of revenue generation from business units and other sources; diverse opportunities for different kinds of businesses, and details of the anticipated benefit to the NMBM, to businesses / traders within the node, as well as to pedestrians and the general public.

The business and operational plan must indicate how the envisaged precinct management strategy will co-operate with and integrate existing and new users, with the former including Avanza taxis drivers, minibus taxis and existing traders. The projection of revenue should make allowance for a transition period to accommodate existing businesses and street traders before full cost recovery can be anticipated. The requirement for a business and operational plan is for a timeframe of 5 years from the point of the commencement of infrastructural development, with the precinct manager responsible for the management of the Sub-Precinct from that point onwards. It is envisaged that the precinct management contract will be renewed every 5 years.

A key component of the Work Package 3 is for the service provider to present the business and operational plan to council.

#	Approach Activities	Estimated Time Allocation
1	Inception report and workplan, detailing the service providers' approach, including specific activities relating to the work package. (<i>To be undertaken as part of Work Package 1</i>)	Part of Work Package 1
2	Identify means for revenue generation within the Sub-Precinct B development. These might include signage, wi-fi, storage, car wash, ablutions and pop-up space	±2 weeks

	for trading and events. Advise the land assembly / architectural design team (Part B) on these opportunities and inclusion in the design.	
3	Develop a business model for the operation of the Sub-Precinct B as a fully developed set of spaces and facilities, specifying anticipated income and required expenditure to sustain the precinct. It is anticipated that the required expenditure will include: i) safety and security, ii) public lighting, iii) building maintenance, and iv) general cleaning. The business and operational plan must specify the institutional arrangements between developers, business operations, public users, the metro and precinct management.	±3 months
4	Present the business model (and detailed designs) for the Sub-Precinct B to Council.	±1 month
5	Support the metro to prepare tender documents to invite suitable candidates to tender for the precinct management contract.	± 2 weeks
Total Estimated Time Allocation		800 hours

6. ANTICIPATED DELIVERABLES

Work Package 1A

#	Deliverables	Specifications
1.	Inception report and workplan, detailing the service providers' approach, including specific activities relating to the work package.	A4 Report, digital and hardcopy.
2.	Report on market demand for commercial and other forms of property within the township context, relevant to Njoli, with recommendations on suitable business mix and their respective property requirements. The analysis should provide a market-related project of rental potential.	A4 Report, digital and hardcopy.
3.	Business plan, recommending suitable land parcel allocations, zoning and other land use requirements, target market segments and economic synergies between user groups. The plan must advise NMBM on a suitable strategy for land release. .	A4 Report, digital and hardcopy
4.	Council approval of business plan.	Minutes of Council Meeting

5.	Preparation of an Njoli Square development prospectus, detailing the investment opportunity of the various land parcels and overall business / land units within the node.	A brochure, digital and hardcopy.
6.	A market engagement event to launch the prospectus and secure expressions of interest from developers.	Event report, including attendance record.
7.	Preparation of Tender documents.	Tender documents.
8.	Close out report.	A4 report, digital and hardcopy.

Work Package 2A

#	Deliverables	Specifications
1	Inception report and workplan, detailing the service providers' approach, including specific activities relating to the work package.	A4 Report, digital and hardcopy.
2	Stakeholder engagement report, detailing the process of mobilising stakeholders, the method of the engagement process with the 3 cohorts of i) ward councillors, ii) users, and iii) land holders, scope and participants, and specific comments or objections.	A minimum of 3 community-based workshops. A4 Report, digital and hardcopy.
3	Recommendations of beneficiary needs / requests for inclusion in the design and business operational model.	A4 Report, digital and hardcopy.
4	Documentation of the presentation of the business operational model to community stakeholders.	A minimum of 1 community-based workshop. A4 Report, digital and hardcopy.
5	Documentation of the community and stakeholder report-back meeting and plan for the removal of existing trading structures on the site prior to the commencement of construction / land transfer.	A minimum of 1 community-based workshop. A4 Report, digital and hardcopy.

Work Package 3A

#	Deliverable	Specification
1	Inception report and workplan, detailing the service providers' approach, including specific activities relating to the work package.	A4 Report, digital and hardcopy.

2	A report on market supply / demand for micro-enterprise business units and commercial spaces, detailing rental potential per m ² and spatial requirements and configurations. The report to provide specific recommendations to the architectural design team.	A4 Report, digital and hardcopy.
3	A detailed business and operational plan that specifies potential precinct income (including revenue from business units and other means) and predicted expenditure on precinct management. The business and operational plan should be for 5 years, from operational commencement, and accommodate likely inflationary trends and expected full commercial viability after 12 months. The plan must specify the expectations on the precinct operator in respect to security, maintenance, cleaning and other identified services. The plan should indicate the potential revenue shortfall in the initial phase of the operation of the precinct before full commercial opportunities are realisable.	A4 Report, digital and hardcopy.
4	Documentation of the engagement with property management and development stakeholders to solicit an expression of interest in the management of the precinct. The report should detail the range of verbal (in-person) and written responses and provide a recommendation on suitable bidders. The report to indicate modifications to the construction and development to maximise market potential.	A marketing promotional event. A4 Report, digital and hardcopy.
5	Tender document preparation.	A4 Report, digital and hardcopy.

7. SKILLS, COMPETENCIES REQUIRED

It is anticipated that this assignment will be largely undertaken by a team of qualified technical team. In view of the nature of skill sets required on this project, a multi-disciplinary team approach is required. The following skills and disciplines would be suitable:

- Economic Development OR Property/Development Economist
- Regional/Development Planning
- Social Facilitation, Community Participation
- Developer/Operator
- Environmental

8. ACADEMIC QUALIFICATIONS

The bidder and the project team members collectively shall possess the relevant qualifications from recognised tertiary institutions: namely,

- i. Economic Development OR Property/Development Economist
- ii. Regional/Development Planning
- iii. Social Facilitation, Community Participation
- iv. Developer/Operator
- v. Environmental

NB: *Qualifications issued by foreign tertiary institutions should be evaluated by the South African Qualification Authority (SAQA). It is the bidder's responsibility to provide the documentation from SAQA.*

9. TECHNICAL PROPOSAL SUBMISSION GUIDELINES

ITEM	DESCRIPTION
1. TECHNICAL PROPOSAL	To contain: • Brief understanding of the project and the project components [max 3 pages] • Provide details of the proposed methodology for the successful completion of the project [max 3 pages] • Provide details of experience and expertise [max 3 pages] • Supply a list of key members setting out the professional role, hourly rates and experience/skills of each professional as well as a resourcing diagram to illustrate how the proposed multi-disciplinary team intend to collaborate with their expertise and experience to conduct the work.
2. TIME SCHEDULE	• Expected schedule of deliverables

10. ACRONYMS AND ABBREVIATIONS

CSP	Cities Support Programme
LSDf	Local Spatial Development Framework
NDPP	Neighbourhood Development Partnership Programme
NMBM	Nelson Mandela Bay Municipality
NT	National Treasury
SACAP	South African Council for the Architectural Profession
TED	Township Economic Development
ToR	Terms of Reference

ANNEXURE A – PRICE PROPOSAL (Price Proposal must be attached in a different Folder and scanned separately)

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.

A: PRICING SCHEDULE				
This is a Team Composition project scope; in pricing the bidder needs to take that into consideration. It is anticipated that the service provider will be engaged for a maximum of 24 months. The project implementation workplan of each PART and Work Package will be finalized during the inception phase.				
ACTIVITIES	OUTPUTS/DELIVERABLES	ESTIMATED TIMEFRAME AND HOURS ALLOCATED	HOURLY RATE (PD)	TOTAL (EXCL VAT)
WORK PACKAGE 1A				
Inception report and workplan, detailing the service providers' approach, including specific activities relating to the work package.	Inception report and workplan, detailing the service providers' approach, including specific activities relating to the work package.	1 Month (160 hours)		
Conduct an analysis with recommendations of market demand in the New Brighton / KwaZakhele context for different types of commercial property, including accommodation, retail, service businesses, informal trade and public transport activities.	Report on market demand for commercial and other forms of property within the township context, relevant to Njoli, with recommendations on suitable business mix and their respective property needs. The analysis should provide a market-related project of rental potential.	6 Months (960 hours)		
Advise the land assessment and architectural design team (separate consultancy, Part B) on a range of business units to be accommodated in the design for Sub-Precincts A and B, including sizes and spatial configurations, to address the identified market demand.	Business plan, recommending suitable land parcel allocations, zoning and other land use requirements, target market segments and economic synergies between user groups. The plan must advise NMBM of a suitable strategy for land release.	2 Months (320 hours)		
Present the draft business plan to stakeholders (including NMBM and project management) in a public participation process and incorporate comments, suggestions and decisions in a revised plan.	Council approval of business plan.	3 Months (480 hours)		
Submit the business plan to Council to secure in – principle approval for the asset transfer.	Preparation of an Njoli Square development prospectus, detailing the investment opportunity of the various land parcels and overall business / land units within the node.	2 months (320 hours)		
Translate the council approved Njoli Square business plan into a development prospectus.	A market engagement event to launch the prospectus and secure expressions of interest from developers.	2 months (320 hours)		
Arrange a market engagement (building on prior mobilisation) and present the business plan to potential investors. The engagement process to include the preparation of a tender process to secure formal bids to acquire development rights to the sites.	Preparation of Tender documents.	± 6 months (960 hours)		
Prepare and submit a close out report.	Close out report.	± 1 month (160 hours)		
Total Hours for Work Package 1A		3680 hours	R	

WORK PACKAGE 2A					
Inception report and workplan, detailing the service providers' approach, including specific activities relating to the work package. To form part of Work Package 1	Inception report and workplan, detailing the service providers' approach, including specific activities relating to the work package.	Part of Work Package 1			
Facilitate an engagement with ward councillors and metro departments to secure high-level support for the Sub-Precinct and high-street development.	Stakeholder engagement report, detailing the process of mobilising stakeholders, the method of the engagement process with the 3 cohorts of i) ward councillors, ii) users, and iii) land holders, scope and participants, and specific comments or objections.	± 2 weeks (80 hours)			
- Facilitate an engagement with a. existing business users, including taxi associations and operators and traders, commuters and b. shoppers to scope their developmental needs and understand existing social structures and relationships.	Recommendations of beneficiary needs / requests for inclusion in the design and business operational model.	± 3 weeks (120 hours)			
Advise the consultant(s) on the land assembly / detailed designs (Part B) on the outcome of the engagement processes and document key learnings to be incorporated into the design and operational model for trader and SMME infrastructure, including expectations and capacity limitations (predominantly focused on Sub-Precinct A & B).	Presentation of the detailed designs, land assembly engagement process outcomes and the business operational model to consultant(s).	± 2 weeks (80 hours)			
Present operational model for Sub-Precinct B to potential users and community stakeholders to test the suitability of designs and operational systems.	Documentation of the presentation of the business operational model to community stakeholders.	± 2 weeks (80 hours)			
Facilitate a community and stakeholder report-back engagement and advise stakeholders of the next-steps in the development process. The participation of ward councillors must be secured.	Documentation of the community and stakeholder report-back meeting and plan for the removal of existing trading structures on the site prior to the commencement of construction / land transfer.	± 2 months (80 hours)			
Total Hours for Work package 2A		440 Hours	R		
WORK PACKAGE 3A					
Inception report and workplan, detailing the service providers' approach, including specific activities relating to the work package. To form part of Work Package 1	Inception report and workplan, detailing the service providers' approach, including specific activities relating to the work package.	Part of Work Package 1			
Identify means for revenue generation within the Sub-Precinct B development. These might include signage, wi-fi, storage, car wash, ablutions and pop-up space for trading and events.	A report on market supply / demand for micro-enterprise business units and commercial spaces, detailing rental potential per m² and spatial requirements and configurations.	±2 weeks (80 hours)			
Develop a business model for the operation of the Sub-Precinct B as a fully developed set of spaces and facilities, specifying anticipated income and required expenditure to sustain the precinct.	A detailed business and operational plan that specifies potential precinct income (including revenue from business units and other means) and predicted expenditure on precinct management.	±3 months (480 hours)			
Present the business model (and detailed designs) for the Sub-Precinct B to council.	Documentation of the engagement with property management and development stakeholders to solicit an expression of interest in the management of the precinct.	±1 month (160 hours)			

Support the metro to prepare tender documents to invite suitable candidates to tender for the precinct management contract.	Tender document preparation.	± 2 weeks (80 hours)		
Total Hours for Work Package 3A		800 hours	R	
Works Package 1A, 2A + 3A GRAND TOTAL HOURS		4 920 Hours	R	
Resource Names (Project Team Fees)	Area of Expertise/ Project Role	Estimated Timeframe and Hours Allocated	Hourly Rate Excl. VAT	Total Excl VAT
a) Project Lead -	Built Environment, Property Economist OR Property Development			
b) Project Team Professionals -	Economic Development OR Property/Development Economist			
c) Project Team Professionals -	Regional/Development Planning			
d) Project Team Professionals -	Social Facilitation, Community Participation			
e) Project Team Professionals -	Developer/Operator			
f) Project Team Professionals -	Environmental			
SUB-TOTAL (Project Team Fees) Excl. VAT			R	
1. Disbursements @ 5% of Total Fees (<i>Work Packages 1A, 2A + 3A + Project Team Fees</i>)			R	
2. VAT @15%			R	
3. GRAND TOTAL BID OFFER Maximum Cost for the 24 months Project Duration (Works Package 1A+ 2A +3A+Project Team Fees+ Disbursements plus VAT)		R		
i. The price offer should be fixed for the duration of the project. - 24 months ii. The pricing for the project must be based on key milestones. iii. The price should include the costs of all activities and related expenses expressed in South African Rand. iv. The price must be broken up into respective phases / activities as outlined in this brief, with the exact same descriptions. v. An indication of an hourly rate for the individual project team member involved must be provided. vi. The hours anticipated per individual project team member and costs must be provided. vii. Bidders should not amend the pricing schedule. viii. The provided Price Schedule provided must be utilized. ix. The fees should reflect the deliverables in the three work packages and the human resource requirements. x. The bid must provide the relevant rates. All rates must align with the gazette industry standards.				

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.

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 is to be appended to this page. Any tax non-compliance 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)

BIDDER'S DISCLOSURE – SBD 4

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of institution	State

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**
- 2.2.1 If so, furnish particulars:

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

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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.~~

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~~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 F

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

ANNEXURE G

certified copies of the latest share certificates of all relevant companies

ANNEXURE H

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

ANNEXURE I

[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 J

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.