

REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA	
BID NUMBER:	RFP012/2025
ISSUE DATE	11 MARCH 2025
COMPULSORY BRIEFING DATE	<p>24 MARCH 2025 @ 10h00 AM, online Via MS Teams</p> <p>Link: RFP012/2025 BRIEFING SESSION LINK</p> <p><i>Bidders are encouraged to register for the briefing session in advance by clicking the provided link. This will take you to the registration page.</i></p>
CLOSING DATE:	<p>07 APRIL 2025 @ 23h55 Telkom Time</p> <p>via Microsoft One Drive as per Link provided on request</p>
CLOSING DATE AND TIME FOR LINK REQUESTS:	04 APRIL 2025 @ 16H00
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	90 days
DESCRIPTION OF BID:	<p>THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO UNDERTAKE LAND ASSEMBLY PROCESSES, PLANNING AND DEVELOP DETAILED ARCHITECTURAL DESIGNS FOR NJOLI SQUARE IN THE NELSON MANDELA BAY MUNICIPALITY UNDER NATIONAL TREASURY INTER-GOVERNMENTAL RELATIONS NEIGHBOURHOOD DEVELOPMENT PARTNERSHIP PROGRAMME (NDPP)</p>
RESPONSES TO THIS RFP SHOULD BE SUBMITTED ELECTRONICALLY	<ol style="list-style-type: none"> a) Bidders are required to click on the Tender Submission Link as provided as soon as bidders are ready to submit. b) All components of the technical bid are to be consolidated into a single consolidated file. c) Bidders are to ensure the documents being loaded are correct and accurate - once they are loaded, they cannot be accessed again or deleted. d) If incorrect documents are loaded, the new document loaded must include the wording "Corrected". e) Only Files can be loaded, not folders. f) 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. g) This will allow Bidders to load the whole Compressed/ Zipped Folder as a file format to the Tender Submission Link.

	<p>h) Once documents have been loaded, the Bidder will receive a confirmation email of the upload.</p> <p>i) Uploading of submission must be in the structure and order as prescribed in this tender and MUST BE LABELLED CORRECTLY.</p>
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: RFP012/2025
CLOSING DATE: 07 APRIL 2025
CLOSING TIME: 23H55

DESCRIPTION:

THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO UNDERTAKE LAND ASSEMBLY PROCESSES, PLANNING AND DEVELOP DETAILED ARCHITECTURAL DESIGNS FOR NJOLI SQUARE IN THE NELSON MANDELA BAY MUNICIPALITY UNDER NATIONAL TREASURY INTER-GOVERNMENTAL 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 CLEARANCE CERTIFICATE SUBMITTED?	YES		NO	
BBBEE CERTIFICATE SUBMITTED?	YES		NO	
REGISTERED WITH THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)	YES		NO	
FULL NAME OF AUTHORISED REPRESENTATIVE:				
CAPACITY IN WHICH AUTHORISED REPRESENTATIVE SIGNS:				
SIGNATURE OF AUTHORISED REPRESENTATIVE:				
DATE OF SIGNATURE				

PART B: CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

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

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

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	Part A: Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	Part C: Specifications, Conditions of tender and Undertakings by Bidder
<input type="checkbox"/>	<input type="checkbox"/>	Annexure A: Price Proposal
<input type="checkbox"/>	<input type="checkbox"/>	Annexure B: Technical Proposal
<input type="checkbox"/>	<input type="checkbox"/>	Annexure C: SBD2 - Tax Clearance Certificate Requirement
<input type="checkbox"/>	<input type="checkbox"/>	Annexure D: Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	Annexure E: SBD6.1 and B-BBEE status level certificate
<input type="checkbox"/>	<input type="checkbox"/>	Annexure F: Bidder’s Disclosure- SBD4
<input type="checkbox"/>	<input type="checkbox"/>	Annexure G: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
<input type="checkbox"/>	<input type="checkbox"/>	Annexure H: Certified copies of latest share certificates, in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure I (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure J: Supporting documents to responses to Qualification Criteria and Evaluation Criteria.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure K: General Condition of Contract
<input type="checkbox"/>	<input type="checkbox"/>	Annexure L: Supporting documents - CSD Registration Summary Report

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

1. DEFINITIONS

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

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 5 and 6 of the Preferential Procurement Regulations, 2011.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause d Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa.
- 1.11 **DFI** means development finance institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- 1.13 **Functional Criteria** means the criteria set out in clause 26.4 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 amended in 2022.
- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations 2011, as amended in 2022 published in terms of the PPPFA.

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

2. INTERPRETATIONS

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

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

3. TENDER MANAGER

The Procurement Officer is:

Qetelo Mpanza

DBSA Supply Chain Unit

Email: QeteloSCM@dbsa.org

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

4.1 **No Hardcopies of Tenders are to be submitted**

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

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

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

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

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

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

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

5.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure.

5.4.2 the Tendering Process; and

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

6. STATUS OF REQUEST FOR PROPOSAL

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

7. ACCURACY OF REQUEST FOR PROPOSAL

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

8. ADDITIONS AND AMENDMENTS TO THE RFP

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

9. REPRESENTATIONS

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

10. CONFIDENTIALITY

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

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

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

12. UNAUTHORISED COMMUNICATIONS

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

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

- 13.1 Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.
- 13.2 The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.

13.3 Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

14. ANTI-COMPETITIVE CONDUCT

14.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:

- 14.1.1 the preparation or lodgement of their Bid
- 14.1.2 the evaluation and clarification of their Bid; and
- 14.1.3 the conduct of negotiations with the DBSA.

14.2 For the purposes of this clause 14, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.

14.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

15. COMPLAINTS ABOUT THE TENDERING PROCESS

15.1 Any complaint about the RFP or the Tendering Process must be submitted to the Tender Manager in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder.

15.2 The written complaint must set out:

- 15.2.1 the basis for the complaint, specifying the issues involved.
- 15.2.2 how the subject of the complaint affects the organisation or person making the complaint;
- 15.2.3 any relevant background information; and
- 15.2.4 the outcome desired by the person or organisation making the complaint.

15.3 If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA, and delivered to the physical address of the DBSA, as notified.

16. CONFLICT OF INTEREST

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

17. LATE BIDS

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

18. BIDDER'S RESPONSIBILITIES

- 18.1 Bidders are responsible for:
 - 18.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;

- 18.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;
 - 18.1.3 ensuring that their Bids are accurate and complete;
 - 18.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
 - 18.1.5 ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
 - 18.1.6 submitting all Compulsory Documents.
- 18.2 Bidders with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.
- 18.3 Bidders other than Exempted Micro-Enterprises (EMEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.
- 18.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.
- 18.5 Failure to provide the required information may result in disqualification of the Bidder.

19. PREPARATION OF BIDS

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

statement appears only as part of an attachment to the Bid or be included in a general statement of the Bidders usual operating conditions.

19.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

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

20.2 The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.

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

21. OBLIGATION TO NOTIFY ERRORS

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

22. RESPONSIBILITY FOR BIDDING COSTS

22.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.

22.2 The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:

22.2.1 the Bidder is not engaged to perform under any contract; or

22.2.2 the DBSA exercises any right under this RFP or at law.

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

23.1 All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:

- 23.1.1 as required by law;
- 23.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
- 23.1.3 to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

24. USE OF BIDS

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

25. BID ACCEPTANCE

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

26. EVALUATION PROCESS

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

26.1.1 **First stage – Responsiveness -Compliance Criteria**

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

26.1.2 **Second stage – Functional Evaluation**

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

26.1.3 **Third stage – Price and Preferential Points**

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

26.1.4 **Fourth stage – Risk Analysis**

26.1.4.1 Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as “**Other Objective Criteria**” in terms of the PPPFA Regulations of 2022, in order to ascertain suitability for award.

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

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

26.3 **First Stage: Responsiveness**

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

	Responsiveness Criteria	Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Adherence to the 2-Folder submission. Folder 1: Price Proposal Folder 2: Technical 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

B. 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.	48 hours	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. :

Technical experience summary

Category	Functionality Criteria	Point (Minimum)	Point (Maximum)
A.	Experience - Track Record in <u>relevant</u> similar work (Supporting Documents describing the nature of works)	20	30
B.	Individual Academic <u>Qualifications and Skills</u>	20	30
C.	Understanding of the <u>Brief and Methodology</u>	30	40
	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 (30)

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, and 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 documentation describing the nature of works

- **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	POINT MINIMUM	POINT MAXIMUM
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)	20	30
b) Experience in urban spatial development with regards to architectural design, public environment design, land use planning and transport planning projects on Public, Private sector Local Government.	≥ 5 + years (10) 2 - < 5 years (5) < 2 years (2) No Experience (0)		
c) Experience in urban spatial development in land assembly (consolidation; re zoning. etc.) and transport planning.	≥ 5 + years (10) 2 - < 5 years (5) < 2 years (2) No Experience (0)		
<i>This will be evaluated based on examples of successfully completed relevant assignments/ projects with references.</i>			
Total Score		20	30

B: ACADEMIC QUALIFICATIONS AND SKILLS (30)

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 Academic Qualifications and Skills of **Project Team** would require to possess 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).

Technical Team Qualifications:

- Architect
- Town Planner

- Urban Designer
- Transport Planner
- Social Facilitation, Community Facilitator
- 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 relevant SAQA aligned Certifications – SAQA Certification validation letter to be provided.
- All Qualifications should be attached to the CV.
- Bidders should indicate the roles of the team in project implementation.

DESCRIPTION		PONIT MINIMUM	POINT MAXIMUM
<p>The Team Leader should possess one or more of the following Qualification(s)</p> <ul style="list-style-type: none"> i. Architect ii. Urban Designer/Town planner iii. Urban Designer iv. Transport Planner 	<p>CRITERIA</p> <ul style="list-style-type: none"> • Honours/ Masters/Equivalent Degree = 10 • National Diploma / Diploma = 4 • Matric, Not mentioned = 0 	4	10
<p>Proven Skills and Practical Experience for the Technical Team. The recommended resources should comprise of a minimum of five technical team members with the following expertise.</p> <ul style="list-style-type: none"> i. Land Use Planning skills/ Town Planning skills ii. Architectural Design skills iii. Urban Design skills iv. Stakeholder Management skills/Community Facilitation skills v. Transport Planning Skills <p>Notes:</p> <ul style="list-style-type: none"> • Four points each per skill. • If less than 5 years' proven experience in any listed skills, score 0. 	<ul style="list-style-type: none"> • Five skills =20 • Four skills = 16 • Three skills = 12 • Two skills = 8 • One skill = 4 	16	20
Total Score		20	30

C: UNDERSTANDING OF THE BRIEF (40)

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); and

DESCRIPTION	CRITERIA	PONIT MINIMUM	POINT MAXIMUM
<p>Understanding of the Brief and Methodology</p> <p>Proposed approach and methodology in managing and implementing this project should contain the following components:</p> <ul style="list-style-type: none"> • Clear practical approach and understanding of the context of the assignment. 	<ul style="list-style-type: none"> • 40 – Excellent = comprehensive proposal covering all of the listed components and demonstrating a practical and innovative response to the requirements. 	30	40

<ul style="list-style-type: none"> • Clear strategy and timelines to the execution of the assignment • Detailed project execution plan in line with the project scope anticipated in this ToR. 	<ul style="list-style-type: none"> • 30 – Good = sound proposal that satisfies at least two listed components as covered on the terms of reference. • 20 – Basic Competent= the proposal satisfies at least one of the listed components as covered on the terms of reference • 10 – Average/Poor = repetition of the required outputs and provision of a project plan with no clear execution plan, no clear timelines and does not have any of the listed components covered • 0 – No Submission. 		
Total Score		30	40

26.5 **Third Stage: Financial Offer and Preference**

26.5.1 Subsequent to the evaluation of Qualifying Criteria and functional criteria, the third stage of evaluation of the Bids will be on the basis of price and preference point allocation in accordance with the applicable legislation.

26.5.2 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. (Reference section 2(1)(f) of the PPPFA).

26.5.3 Points will be allocated to Bidders at this stage of the evaluation in accordance with the PPPFA and the PPPFA Regulations, as follows:

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

26.5.4 **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.

26.5.5 **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 preferential procurement (out of 20).

26.5.6 Total

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

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

26.6 Fourth Stage: Risk Analysis & Other Objective Criteria

- a) Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, 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 will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Complaint Pin issued by the South African Revenue Services.
 - ii) Compliant and 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) 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, may at the discretion of the DBSA, be excluded from recommendation for further under this RFP. In addition, any bidder who has received a written notice of non-performance in the 12-month period preceding the award of this RFP, may at 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.
- ix) Financial health of the bidder may be assessed if deemed necessary, to ensure that the service provider will be able to operate as per required deliverables (Ratios: Accounts Receivable & Payable Turnover, Liquidity & Solvency).
- x) Unduly high or unduly low Tendered rates in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the costs are reasonable and balanced. Tenders may be disqualified if tendered rates are found to be distorted. The market average of received bid prices excluding Outliers, as well as the DBSA QS estimate will be used as a guide to indicate financial risk.
- xi) PEP Check and Procure Check to be initiated and if negative, may result in exclusion.
- xii) 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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<p>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.</p>		
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35.1.4

<p>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.</p>	Accept	Do not accept

35.1.5

<p>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.</p>	Accept	Do not accept

35.1.6

<p>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.</p>	Accept	Do not accept

35.1.7

<p>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.</p>	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

<p>Bidders who make use of subcontractors.</p> <p>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.</p>	Accept	Do not accept

35.2.9

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

35.2.10

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

35.2.11

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

35.2.12

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

35.2.13

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

35.2.14

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

	Accept	Do not accept
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<p>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.</p>		
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35.2.16

<p>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.</p>	<p>Accept</p>	<p>Do not accept</p>
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ADDITIONAL CONDITIONS OF TENDER

- i. DBSA reserves the right to award one PSP Company for this RFP with multi-disciplinary professionals.
- ii. The offer of award will be informed by the best Value for Money, Risk Allocation and Risk Profile of the bidder.
 - Value for Money = Improved total cost.
 - Risk Allocation = Considering other awards made, including the logistical allocation of other projects.
 - Risk Profile = Considering the profiles of entities, such as but not limited to Procure Check, PEP Checks, Directorship and DBSA Project non-performance concerns etc.
- iii. The DBSA reserves the right to not award any bidder that has a total of three (3) active awards/ orders with an outstanding value, if the outstanding value is 10% or less, indicating the project is nearing completion, or reached practical completion, the bidder may be recommended.
- iv. The DBSA reserves the right to negotiate to ensure the value for money principle is not compromised.
- v. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
- vi. The DBSA reserves the right to award the scope in full or part thereof, subject to the Client’s (NT) requirements.
- vii. The subsequent Appointment/ Contract if successful, shall be the full & final offer.
- viii. In the event of a partial award, the DBSA reserves the right for items excluded from the award, to be retendered in a new tender process.
- ix. The decision to award shall be based on best commercial offer and value for money principle for the DBSA.
- x. In the event of a partial award, the DBSA reserves the right for items excluded from the award, to be retendered in a new tender process.

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
THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO UNDERTAKE LAND ASSEMBLY PROCESSES, PLANNING AND DEVELOP DETAILED ARCHITECTURAL DESIGNS FOR NJOLI SQUARE IN THE NELSON MANDELA BAY MUNICIPALITY 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 undertake land assembly processes, planning and develop detailed architectural designs for Njoli Square – in Kwazakhele Township Nelson Mandela Bay Municipality on behalf of National Treasury Neighbourhood Development Partnership Programme (NDPP). The purpose of the appointment is to carry out a land assembly process, prepare detailed architectural designs for trader and SMME infrastructure, and plan an urban environment upgrade as part of the revitalisation of 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, page 46: 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 Street

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 Township Economic Development (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. The objectives of the development intervention are:

1. To create a range of well-developed business units and trading opportunities and infrastructures to accommodate business activities within the sub-precinct.
2. The business units should accommodate existing users whilst creating opportunities for new businesses, including larger entities.
3. To provide an infrastructure that can define the function and role of the sub-precinct, providing stability and direction to the development of the wider precinct.
4. To accommodate a rapid infrastructure development process, with minimal regulatory and development hurdles.
5. To stabilise the urban environment with an infrastructure upgrade that is institutionally sound and supports the precinct management of the node.

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. Consolidate the Njoli Square land parcels (in Sub-Precincts A-D) into a number of economically feasible land units, suitable for private sector investment on different scales or for different market objectives. It is envisaged that the long-term development mixture will include:
 - a. Large scale retail
 - b. Small scale retail
 - c. Micro-enterprises (i.e. very small businesses)
 - d. Service oriented businesses
 - e. Street trading under structures within an ordered system

- f. Accommodation
 - g. Taxi ranking and holding,
 - h. Off-street parking
 - i. Fuel retail
- ii. Assess current bulk infrastructure availability (storm water, sewerage, water, electricity), with recommendations for further and future development.
 - iii. Conclude all statutory land use packaging processes, including rezoning.
 - iv. Develop a transport plan to guide the orderly integration of public transport modes with other users and to prioritise universal access, enabling the spatial integration of the 4 sub-precincts.
 - v. Design a range of trading stalls and business units in Sub-Precinct A and Sub-Precinct B as a stabilising intervention (along the street edge). The infrastructure components will include the design of a toilet block to serve the long-distance taxi rank (Sub-Precinct A) and local taxis (Sub-Precinct B). It is envisaged that these land portions shall remain Metro assets.

3.7 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.

4. SCOPE OF WORK

4.1 Part B scope of work comprises of three work packages namely:

- i. **Work package 1B:** the development of the commercial high street.
- ii. **Work package 2B:** detail architectural designs for infrastructure development on Sub-Precinct A and B.
- iii. **Work package 3B:** land assembly and preparation for development in the 4 Sub-Precincts.

4.1.1 Work package 1B sets out to develop a strategy for the upscaling of the high street, unlocking the economic and property potential of the street's activity functions, and preparing plans for a public environment upgrade in support of the Sub-Precinct B development. Part of this work package will require stakeholder and public engagements, to be co-ordinated by the Nelson Mandela Bay Municipality. It is expected that the detailed designs for the urban environment upgrade reflect the principles and priorities of the development on Sub-Precinct B.

4.1.2 Work package 2B seeks to produce complete detailed architectural designs for the required infrastructure development on Sub-Precincts A and B, including all activities related to feasibility, operations and securing Council approval for the designs. Part of this work package will require stakeholder and public engagements, to be co-ordinated by the Nelson Mandela Bay Municipality

4.1.3 Work package 3B is aimed at preparing the site for development, via consolidating erven as per the business plan, road closure (unused streets within the precincts), rezoning sites and high street properties for appropriate use, and assessing bulk infrastructure capacity (water, sewerage) and requirements for enhancement. A further requirement of Work package 3 is for a transport plan, accommodating universal access, vehicle entry / exit points, and pedestrian connectivity between the 4 Sub-Precincts.

4.2 All information produced within the Scope of Work vests with National Treasury NDPP and Nelson Mandela Bay Municipality (NMBM) as the project beneficiary. 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

A: Work Package 1B

- i. It is important to note that there is no scope in this service to substantially deviate from the development concept as described and visualised in Project Charter 1 (Figures A, B, C), whilst the scale of the work needs to strictly accord with the specification in the Scope of Work detailed below.
- ii. The work package 1B focuses on the development of Dibanisa and Daku roads as dual functioning (high street) corridors with mobility and (commercial) activity functions. The development of these roads as mobility corridors is currently underway (with substantial work now completed) and the consultant should refer to existing Metro plans for the upgrading of these roads and their function within the integrated transport plan.
- iii. The focus in these ToRs is on i) the development intensification potential of existing residential properties along the corridor and ii) the requirement for an urban environment upgrading along the high street, with enabling infrastructure. This infrastructure would likely include demarcated walkways, parking bays, landscaping, signage, street lighting, demarcated sites for street trading, public benches, and bicycle racks, with the design subject to engagement with community stakeholders, property owners and the Metro.

#	Steps within the approach	Estimated Time Allocation
1	Inception report and workplan, detailing the service providers' approach, including specific activities relating to the work package.	± 3 weeks
2	Investigate the development of an overlay zone or similar measure to up-zone properties along Dibanisa and Daku High Streets with greater commercial and developmental rights. The consultant will engage with the Metro on suitable options to unlock property development via land use management mechanisms.	± 2 months
3	Engage with property owners on the benefits of rezoning.	± 2 weeks
4	Report the outcome of step 3 to the Metro.	± 1 week
5	Should the case for re-zoning be well founded, advise the Metro on measures to operationalise change in land use rights. This might take the form of a development incentive strategy for properties with commercial activities that contribute towards the development and functional growth of these high streets.	± 1 month
6	In response to the output of Work Package 2B (detail designs for Sub-Precinct B), develop plans for an urban environment upgrade. The upgrade is to focus on space adjacent to Sub-Precinct B and extend to Daku Square and the Shoprite centre.	± 3 months
7	Submit the detail designs to Council and secure all authorisation for construction (Stage 4.1).	± 6 months
Total Estimated Time Allocation		± 12 months

B: Work Package 2B

- i. It is important to note that there is no scope in this service to substantially deviate from the first-fix concept as described and visualised in Project Charter 1 (Figures D, E), whilst the scale of the work needs to strictly accord with the specification in the scope of work detailed below. It is recommended that the Architect is the technical lead encompassing all related technical inputs such as engineering, transportation, land uses and costing.
- ii. The infrastructure intervention is to be situated in Sub-Precinct A and Sub-Precinct B and extend along the high street. The NMBM understands that this infrastructure would present a first-fix approach to the development of the site and that some (or all) of this infrastructure would be augmented with permanent and additional buildings in the long run. The work package is to include the design of two new public toilet facilities to serve the taxi ranks.

#	Steps within the approach*	Estimated Time Allocation
1	Inception report and workplan, detailing the service providers' approach, including specific activities relating to the work package.	± 3 weeks
2	Review and understanding of the conceptual design and preparation of base material (Charter and background reports).	± 2 weeks
3	Design development of market structure (Stage 3) including costing and engineering resolution.	± 2 months
4	Costing of works and integration in business and operational plan.	± 3 weeks
5	Documentation and procurement (Stage 4.1)	± 6 weeks
6	Construction documentation (Stage 4.2)	± 6 weeks
Estimated Total Time Allocation		± 7 months

*Work stages are guided by the South African Council for the Architectural Profession (SACAP)

C: Work Package 3B

- i. Work package 3B will enable the preparation of Sub-Precincts A, B, C and D for development via land consolidation and subdivision, road closures and rezoning, to achieve the social, commercial, and retail nodal functions envisaged for Njoli Square.
- ii. At present, the majority of properties in the sub-precinct are small properties zoned for Single Residential 1. See Table G for detailed information on the erf numbers and zoning of the properties that make up these sub-precincts.
- iii. The land use development plan is to include a transport management plan and a consideration of the infrastructural demand that will be generated by the proposed increased intensity of land use.

#	Steps within the approach	Estimated Time Allocation
1	Inception report and workplan, detailing the service providers' approach, including specific activities relating to the work package.	± 3 weeks
2	Prepare a site development plan, detailing consolidation and subdivision of erven into economically feasible units as per the business plan, road closures within the Njoli site, and land use rezoning.	± 2 months

3	Submit and manage the required applications to Council as per the site development plan, including land use consolidation, road closures, and rezoning, and public consultation resolutions.	± 6 months (est.)
4	Undertake an assessment of bulk infrastructure capacity in the respective sites and recommend capacity enhancement, if required, in line with the business plan anticipated usage.	± 1 month
5	Undertake a transport impact assessment and develop a transport management plan for the optimal functioning of the taxi ranks and integration of NMT and universal access, including pedestrian routes between the Njoli Sub-Precincts.	± 3 months
6	Prepare and submit a close out report	± 2 weeks
Estimated Total Time Allocation		± 14 months

1. ANTICIPATED DELIVERABLES

Work Package 1B

#	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.	Document the process of engagement with property owners along Daku and Dibanisa, reporting on their understanding of land use rights and appreciation of the opportunities from land development incentives.	A community-based workshop A4 Report, digital and hardcopy
3.	A report with suitable recommendations for enabling private investment in properties along the high street to incentivise mixed-use development and densification. The report to provide clear actions for the Metro and property owners to operationalise these recommendations. The report to be made available to community stakeholders.	A4 Report, digital and hardcopy.
4.	Detailed designs, which high quality visuals, for a public environment upgrade. The design must include specifications, costing, requirements of end users. The design must demonstrate how the environment upgrade relates to the design in work package 2B.	Technical documentation. A4 Report, digital and hardcopy.
5.	Documentation and Procurement (Stage 4.1)	A4 Report, digital and hardcopy.

Work Package 2B

#	Deliverables	Specifications
1	Inception report and workplan, detailing the service providers' approach, including specific activities relating to the work package. The Inception report must be informed by the Business Plan and Development Strategy .	A4 Report, digital and hardcopy.
2	Draft designs for business infrastructure on Precincts A and B.	A4 Report, digital and hardcopy.
3	Stakeholder engagement outcome on the draft designs and specification of amendments.	A4 Report, digital and hardcopy.
4	Detailed designs for business infrastructure with high quality visuals.	A4 Report, digital and hardcopy.
5	Application of designs to Council and approval outcome.	
6	Documentation and Procurement (Stage 4.2)	A4 Report, digital and hardcopy.

Work Package 3B

#	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	Site Development Plan, as set out in Section 67 of the Nelson Mandela Bay SPLUMA By-Law, 2020	A1 plan, or as appropriate to scale, digital and hardcopy
3	Land Use Application Report	A3 Report, digital and hardcopy
4	Land Use Application Diagrams and Plans – context, consolidation and rezoning plans and any other plans or diagrams necessary for the application	Plans, sized appropriately for scale or as specified by the municipality, digital and hardcopy
5	All relevant correspondence relating to milestones achieved during the application process	A4 Report, digital and hardcopy
6	Transport Impact Assessment Report	A4 Report, digital and hardcopy

7	Transport Management Plan	A4 Report, digital and hardcopy
8	Close out report	A4 report, digital and hardcopy.

6. 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 of advantage:

- Architect
- Land Use / Town Planner
- Urban Designer
- Transport Planner
- Stakeholder Management, Social /, Community Facilitator

7. TECHNICAL PROPOSAL SUBMISSION GUIDELINES

ITEM	DESCRIPTION
1. TECHNICAL PROPOSAL	<p>To contain:</p> <ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Expected schedule of deliverables

8. ACRONYMS AND ABBREVIATIONS

ToR	Terms of Reference
SACAP	South African Council for the Architectural Profession

TED	Township Economic Development
NMBM	Nelson Mandela Bay Municipality
LSDF	Local Spatial Development Framework
CSP	Cities Support Programme
NT	National Treasury
NDPP	Neighbourhood Development Partnership Programme

FIGURE A: OVERVIEW OF NJOLI SQUARE NODE



FIGURE B: OVERVIEW OF NJOLI SQUARE NODE AND CORRIDOR



FIGURE C: INTEGRATED HIGH STREET DEVELOPMENT VISION

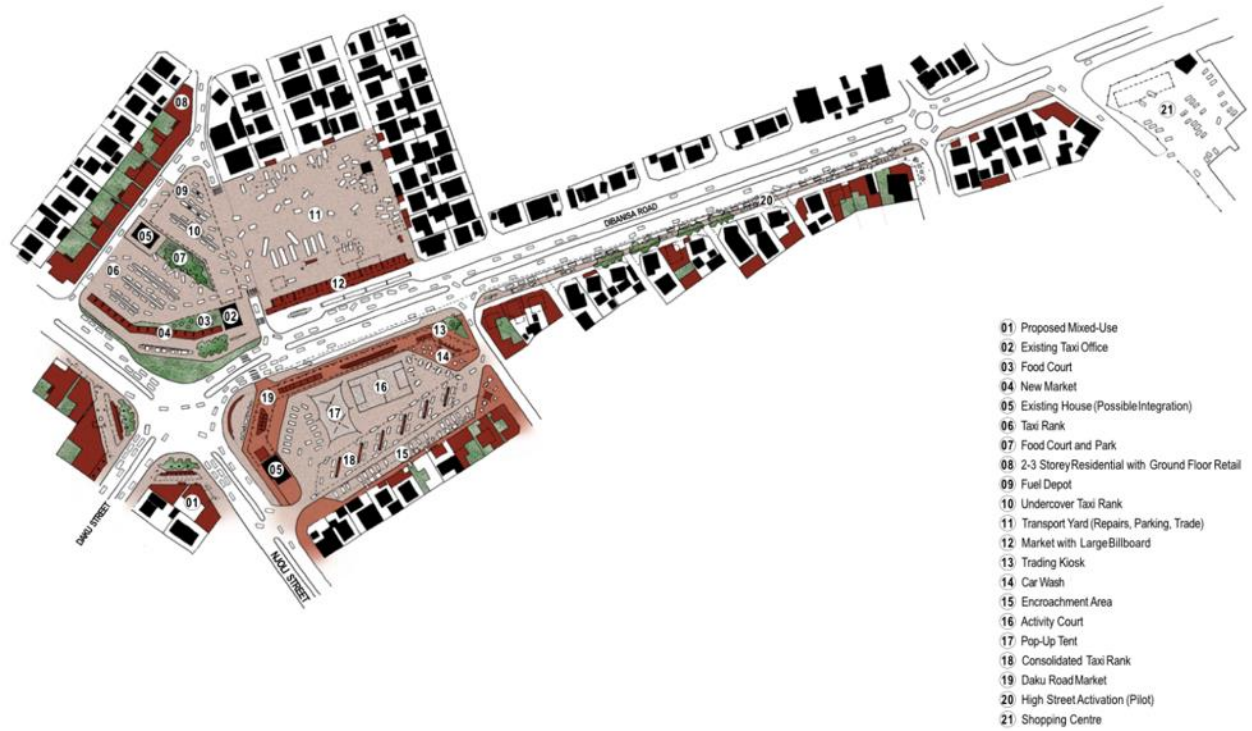


FIGURE D: VISION FOR TRADER AND BUSINESS UNITS (Sub-Precinct B)

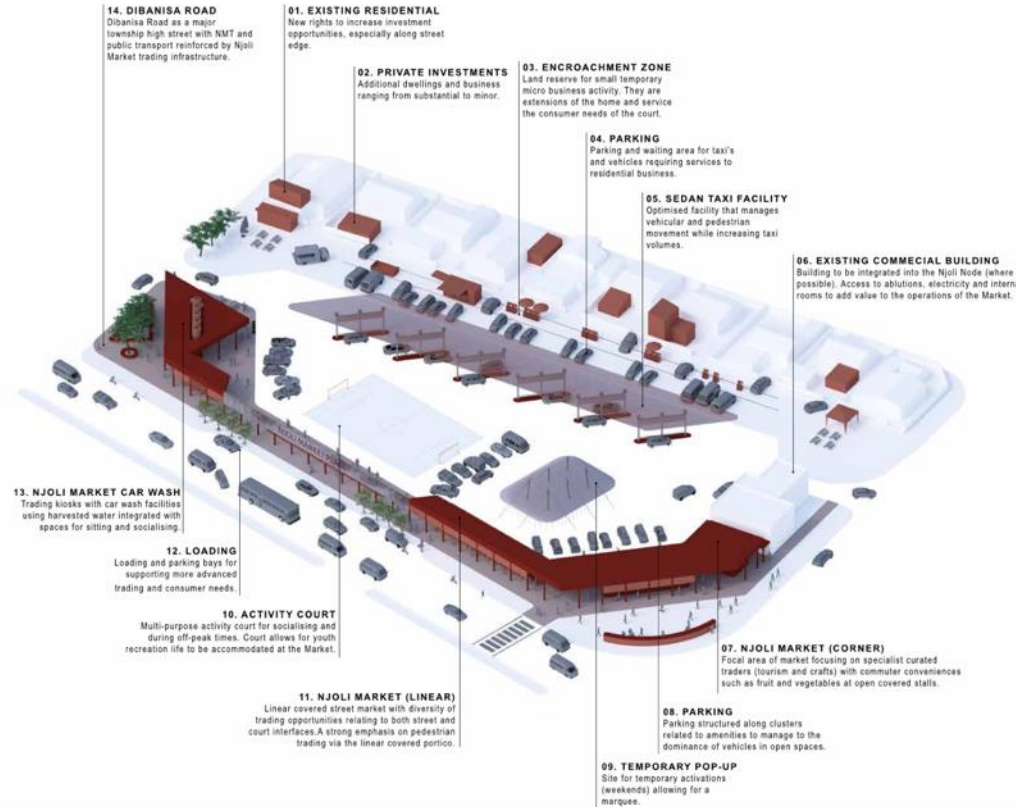


FIGURE E: DESIRED DEVELOPMENT OUTCOME (Sub-Precinct B)



TABLE G: ERVEN IN NJOLI SQUARE NODE

Land development applications, zonings and ownership for Njoli Precinct Nov 2021						
	<i>Date received</i>	<i>Erf no.</i>	<i>Allotment area</i>	<i>Type of application</i>	<i>Status</i>	<i>Zoning</i>
B	None	3001	Ibhayi	None	None	Res 1
	None	3020	Ibhayi	None	None	Res 1
	None	3034	Ibhayi	None	None	Bus 1
	None	3033	Ibhayi	None	None	Res 1
	None	3032	Ibhayi	None	None	Res 1
	None	3031	Ibhayi	None	None	Res 1
	None	3030	Ibhayi	None	None	Res 1
	None	3029	Ibhayi	None	None	Res 1
	None	3028	Ibhayi	None	None	Res 1
	None	3027	Ibhayi	None	None	Res 1
	None	3026	Ibhayi	None	None	Res 1
	None	3025	Ibhayi	None	None	Res 1
	None	3024	Ibhayi	None	None	Bus 1
	None	3022	Ibhayi	None	None	Res 1
	None	3011	Ibhayi	None	None	Res 1
	None	3012	Ibhayi	None	None	Res 1
	None	3013	Ibhayi	None	None	Res 1
	None	3014	Ibhayi	None	None	Res 1
	None	3015	Ibhayi	None	None	Res 1
	None	3016	Ibhayi	None	None	Res 1
None	3017	Ibhayi	None	None	Res 1	
None	3018	Ibhayi	None	None	Res 1	
None	3019	Ibhayi	None	None	Res 1	

	None	3019	Ibhayi	None	None	Res 1
C	None	4802	Ibhayi	None	None	Res 1
	None	4803	Ibhayi	None	None	Res 1
	None	4801	Ibhayi	None	None	Res 1
D	None	4348	Ibhayi	None	None	Res 1
	None	4349	Ibhayi	None	None	Res 1
	None	4350	Ibhayi	None	None	Res 1
	None	4351	Ibhayi	None	None	Res 1
	None	4352	Ibhayi	None	None	Res 1
	None	4353	Ibhayi	None	None	Res 1
	None	4354	Ibhayi	None	None	Res 1
	None	4355	Ibhayi	None	None	Res 1
	None	4356	Ibhayi	None	None	Res 1
	None	4357	Ibhayi	None	None	Res 1
A	None	3807	Ibhayi	None	None	Res 1
	None	3808	Ibhayi	None	None	Res 1
	None	3809	Ibhayi	None	None	Res 1
	None	3810	Ibhayi	None	None	Res 1
	None	3811	Ibhayi	None	None	Res 1
	None	3812	Ibhayi	None	None	Res 1
	None	3813	Ibhayi	None	None	Res 1
	None	3814	Ibhayi	None	None	Res 1
	None	3815	Ibhayi	None	None	Res 1
	None	50149	Ibhayi	None	None	Institutional 3
	None	3275	Ibhayi	None	None	Res 1
	None	3267	Ibhayi	None	None	Res 1
None	3256	Ibhayi	None	None	Res 1	

None	3266	Ibhayi	None	None	Res 1
None	3257	Ibhayi	None	None	Res 1
None	3265	Ibhayi	None	None	Res 1
None	3258	Ibhayi	None	None	Res 1
None	3264	Ibhayi	None	None	Res 1
None	3259	Ibhayi	None	None	Res 1
None	3263	Ibhayi	None	None	Res 1
None	3260	Ibhayi	None	None	Res 1
None	3262	Ibhayi	None	None	Res 1
None	3261	Ibhayi	None	None	Res 1
None	3239	Ibhayi	None	None	Res 1
None	3247	Ibhayi	None	None	Res 1
None	3240	Ibhayi	None	None	Res 1
None	3246	Ibhayi	None	None	Res 1
None	3241	Ibhayi	None	None	Res 1
None	3245	Ibhayi	None	None	Res 1
None	3242	Ibhayi	None	None	Res 1
None	3244	Ibhayi	None	None	Res 1
None	3243	Ibhayi	None	None	Res 1

Phasing Plan

Cities Support Programme

Nelson Mandela Bay Metro

New Brighton Township Economic Development Project

Date: 24/1/2023

Version: 4

 Month

Njoli Square Development - Phasing Plan

Work Package	No.	Activity	Specs for Deliverable	Est. Start	Est. Time Allocation	Month																					
						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
Work Package B																											
1B	1	Inception Report and Work Plan	A4 Report, digital and hardcopy	Month 1	1 month																						
	2	Research feasibility of upzoning, including engagements with the Metro	A community-based workshop; A4 Report, digital and hard copy	Month 3	2 months																						
	3	Engage with property owners on the benefits of rezoning.	Community Engagement Workshop	Month 3	1 month																						
	4	Report the outcome of step 3 to the Metro.	A4 Report, digital and hardcopy.	Month 3	1 week																						
	5	Set out recommendations regarding optimal land use mix	A4 Report, digital and hardcopy.	Month 4	1 month																						
	6	Develop urban environment upgrade plan incorporating detailed designs for Sub-Precinct B	A4 Report, digital and hardcopy.	Month 12	3 months																						
	7	Submit urban environment upgrade plans to Council for approval		Month 21	9 months																						
2B	1	Inception Report and Work Plan	A4 Report, digital and hardcopy	NA	NA																						

	2	Review of concept plans and preparation of first design draft		Month 10	2 weeks																																			
	3	Design development of market structure including costing and engineering resolution	A4 Report, digital and hardcopy.	Month 11	2 months																																			
	4	Submission of detailed designs for trader infrastructure to Council for approval.	A4 Report, digital and hardcopy.	Month 21	9 months																																			
3B	1	Inception Report and Work Plan	A4 Report, digital and hardcopy	NA	NA																																			
	2	Undertake Bulk Infrastructure Assessment	A4 Report, digital and hardcopy	Month 10	1 month																																			
	3	Undertake Transport Impact Assessment and develop Transport Management Plan	A4 Report, digital and hardcopy	Month 11	2 months																																			
	4	Develop Site Development Plan	A1 plan, or as appropriate to scale, digital and hardcopy	Month 12	2 months																																			
	5	Submit and Manage required Site Development Plan application	Plans, sized appropriately for scale or as specified by the municipality, digital and hardcopy	Month 21	9 months																																			
	6	Prepare and Submit Close-out Report	A4 Report, digital and hardcopy	Month 21	2 weeks																																			

ANNEXURE A – PRICE PROPOSAL

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

Activities	Outputs/Deliverables	Estimated Timeframe and Hours Allocated	HOURLY RATE (pd)	TOTAL (Excl Vat)
Work Package 1B				
<ul style="list-style-type: none"> Inception report and workplan, detailing the service providers' approach, including specific activities relating to the work package. 	<ul style="list-style-type: none"> Inception report and workplan, detailing the service providers' approach, including specific activities relating to the work package. 	<p>± 3 weeks (120 hours)</p>		
<ul style="list-style-type: none"> Investigate the development of an overlay zone or similar measure to up-zone properties along Dibanisa and Daku High Streets with greater commercial and developmental rights. The consultant will engage with the Metro on suitable options to unlock property development via land use management mechanisms. 	<ul style="list-style-type: none"> Document the process of engagement with property owners along Daku and Dibanisa, reporting on their understanding of land use rights and appreciation of the opportunities from land development incentives. 	<p>± 2 months (320 hours)</p>		
<ul style="list-style-type: none"> Engage with property owners on the benefits of rezoning. 	<ul style="list-style-type: none"> A report with suitable suggestions for enabling private investment in properties along the high street to incentivise mixed-use development and densification. The report to provide clear actions for the Metro and property owners to operationalise these recommendations. The report to be made available to community stakeholders. 	<p>± 2 weeks (80 hours)</p>		
<ul style="list-style-type: none"> Report the outcome of step 3 to the Metro. 	<ul style="list-style-type: none"> Council report with recommendations tabled before the Metro for review and consideration 	<p>± 1 week (40 hours)</p>		
<ul style="list-style-type: none"> Should the case for re-zoning be well founded, advise the Metro on measures to operationalise change in land use rights. This might take the form of a development incentive strategy for properties with commercial activities that contribute towards the development and functional growth of these high streets. 	<ul style="list-style-type: none"> A report outlining the re-zoning outcomes, proposed measures to operationalize the land use rights, recommended optional development incentive strategy for properties with commercial activities within the space. 	<p>± 1 month (160 hours)</p>		
<ul style="list-style-type: none"> In response to the output of Work Package 2B (detail designs for Sub-Precinct B), develop plans for an urban environment upgrade. The upgrade is to focus on space adjacent to Sub-Precinct B and extend to Daku Square and the Shoprite centre. 	<ul style="list-style-type: none"> Detailed designs, with high quality visuals, for a public environment upgrade. The design must include specifications, costing, requirements of end users. The design must demonstrate how the environment upgrade relates to the design in work package 2B. 	<p>± 3 months (480 hours)</p>		
<ul style="list-style-type: none"> Submit the detail designs to Council and secure all authorisation for construction (Stage 4.1). 	<ul style="list-style-type: none"> Documentation and Procurement (Stage 4.1) 	<p>± 6 months (960 hours)</p>		
Total Hours for Work Package 1B		2,160 Hours	R	
Work package 2B				
<ul style="list-style-type: none"> Inception report and workplan, detailing the service providers' approach, including specific activities relating to the work package. 	<ul style="list-style-type: none"> Inception report and workplan, detailing the service providers' approach, including specific activities relating to the work package. The Inception report must be informed by the Business Plan and Development Strategy. 	<p>± 3 weeks (120 hours)</p>		
<ul style="list-style-type: none"> Review and understanding of the conceptual design and preparation of base material (Charter and background reports). 	<ul style="list-style-type: none"> Draft designs for business infrastructure on Precincts A and B. 	<p>± 2 weeks (80 hours)</p>		

Activities	Outputs/Deliverables	Estimated Timeframe and Hours Allocated	HOURLY RATE (pd)	TOTAL (Excl Vat)
• Design development of market structure (Stage 3) including costing and engineering resolution.	• Stakeholder engagement outcome on the draft designs and specification of amendments.	± 2 months (320 hours)		
• Compile costing of works and integration in business and operational plan.	• Detailed designs for business infrastructure with high quality visuals.	± 3 weeks (120 hours)		
• Prepare documentation and procurement (Stage 4.1)	• Application of designs to Council and approval outcome.	± 6 weeks (240 hours)		
• Prepare construction documentation (Stage 4.2)	• Documentation and Procurement (Stage 4.2)	± 6 weeks (240 hours)		
Total Hours for Work Package 2 B		1120 hours	R	
Work package 3B				
• 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.	± 3 weeks (120 hours)		
• Prepare a site development plan, detailing consolidation and subdivision of erven into economically feasible units as per the business plan, road closures within the Njoli site, and land use rezoning.	• Site Development Plan, as set out in Section 67 of the Nelson Mandela Bay SPLUMA By-Law, 2020	± 2 months (320 hours)		
• Submit and manage the required applications to Council as per the site development plan, including land use consolidation, road closures, and rezoning, and public consultation resolutions.	• Land Use Application Report • All relevant correspondence relating to milestones achieved during the application process	± 6 months (960 hours)		
• Undertake an assessment of bulk infrastructure capacity in the respective sites and recommend capacity enhancement, if required, in line with the business plan anticipated usage.	• Land Use Application Diagrams and Plans – context, consolidation and rezoning plans and any other plans or diagrams necessary for the application	± 1 month (160 hours)		
• Undertake a transport impact assessment and develop a transport management plan for the optimal functioning of the taxi ranks and integration of NMT and universal access, including pedestrian routes between the Njoli Sub-Precincts.	• Transport Impact Assessment Report • Transport Management Plan	± 3 months (480 hours)		
• Prepare and submit a close out report	• Close out report	± 2 weeks (80 hours)		
Total Hours for Work Package 3B		2120 hours	R	
Works Package 1B, 2B + 3B GRANT TOTAL HOURS		5400 Hours		
Resource Names	Area of Expertise/Project Role	Estimated Timeframe and Hours Allocated	Hourly Rate Excl. VAT	Total Excl VAT
a) Project Lead -	Architect, Town Planner, Urban Designer, Transport Planner			
b) Project Team Professionals -	Architect			
c) Project Team Professionals -	Land Use and Town Planner			
d) Project Team Professionals -	Urban Designer			
e) Project Team Professionals -	Transport Planner			
f) Project Team Professionals -	Social Facilitator/Community Facilitator			
SUB-TOTAL (Project Team Fees) Excl. VAT			R	
1. Disbursements @ 5% of Total Fees (Work Packages 1B, 2B + 3B + Project Team Fees)			R	

Activities	Outputs/Deliverables	Estimated Timeframe and Hours Allocated	HOURLY RATE (pd)	TOTAL (Excl Vat)
2. VAT @15%			R	
3. GRAND TOTAL Maximum Cost for the 24 months Project Duration (Works Package 1B+ 2B +3B+ 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.
These document(s) are to be prepared and submitted by the bidders as Annexure B to their Bid.**

ANNEXURE C

TAX COMPLIANCE REQUIREMENTS

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

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

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

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

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

(Signature)

(Date)

ANNEXURE D

DECLARATION OF INTEREST

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

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

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

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

2.1 Full Name of Bidder or his or her representative:

2.2 Identity Number:

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

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

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

2.6 VAT Registration Number:

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

1“State” means –

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

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

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

YES	NO

2.7.1 If so, furnish particulars:

.....

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

YES	NO

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

YES	NO

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

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

.....

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

YES	NO

2.8.1 If so, furnish particulars:

.....

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

If so, furnish particulars:

YES	NO

.....

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

YES	NO

If so, furnish particulars.

.....

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

YES	NO

If so, furnish particulars:

.....

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

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

DECLARATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

ANNEXURE E

SBD6.1: BROAD BASED BLACK EMPOWERMENT STATUS LEVEL CERTIFICATE

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state** (*delete whichever is not applicable for this tender*).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$80/20 \quad \text{or} \quad 90/10$$

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	40	20	n/a	
2	9	18	n/a	
3	6	14	n/a	
4	5	12	n/a	
5	4	8	n/a	

6	3	6	n/a	
7	2	4	n/a	
8	1	2	n/a	
Non-compliant contributor	0	0	n/a	

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders

and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and forward the matter for criminal prosecution, if deemed necessary

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

ANNEXURE F:

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 interest² in the enterprise,

employed by the state?**YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ 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

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.

bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature	Date
.....
Position	Name of bidder

ANNEXURE G

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

ANNEXURE H

certified copies of the latest share certificates of all relevant companies

ANNEXURE I (IF APPLICABLE):

A breakdown of how fees and work will be spread between members of the bidding consortium

ANNEXURE J

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

ANNEXURE K

[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 L

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 ANNEXUR