

REQUEST FOR PROPOSALS

<p>YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA</p>	
<p>BID NUMBER:</p>	<p>RFP016/2025</p>
<p>ISSUE DATE</p>	<p>02 April 2025</p>
<p>COMPULSORY BRIEFING DATE</p>	<p>08 April 2025 @ 12h00pm via Microsoft teams</p> <p>Link to Briefing session.</p> <p>Join the meeting now</p>
<p>CLOSING DATE AND TIME FOR LINK REQUESTS:</p>	<p>Closing time for the OneDrive Link submissions – 30 APRIL 2025 at 23h55 (Telkom Time) on the day of the stipulated dates shown above.</p>
<p>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</p>	<p>120 days</p>
<p>DESCRIPTION OF BID:</p>	<p>APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO FACILITATE THE DEVELOPMENT AND IMPLEMENTATION OF CROSS-CUTTING GOVERNMENT OPERATION VULINDLELA TITLING PROGRAMME AND TO DEVELOP A REPORT THAT ADDRESSES THE CAUSES OF THE TITLING SYSTEMIC CHALLENGES ON BEHALF OF NATIONAL TREASURY CITIES SUPPORT PROGRAMME (CSP).</p>
<p>RESPONSES TO THIS RFP SHOULD BE SUBMITTED ELECTRONICALLY</p>	<p>a) Bidders are required to click on the Tender Submission Link provided upon request.</p> <p>b) Bidders are to ensure the documents being loaded are correct and accurate - once they are loaded, they cannot be accessed again or deleted.</p> <p>c) If incorrect documents are loaded, the new document loaded must include the wording "Corrected".</p>

	<p>d) Only Files can be loaded, not folders.</p> <p>e) As such, Folders with all its required content should be created on the Bidders PC, then be converted to either a Compressed or Zipped Folder.</p> <p>f) This will allow Bidders to load the whole Compressed/ Zipped Folder as a file format to the Tender Submission Link.</p> <p>g) Once documents have been loaded, the Bidder will receive a confirmation email of the upload.</p> <p>h) 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: RFP016/2025
CLOSING DATE: 30 APRIL 2025
CLOSING TIME: 23H55

DESCRIPTION:

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO FACILITATE THE DEVELOPMENT AND IMPLEMENTATION OF CROSS-CUTTING GOVERNMENT OPERATION VULINDLELA TITLING PROGRAMME AND TO DEVELOP A REPORT THAT ADDRESSES THE CAUSES OF THE TITLING SYSTEMIC CHALLENGES ON BEHALF OF NATIONAL TREASURY CITIES SUPPORT PROGRAMME (CSP).

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: SBD 4: Bidder's Disclosure
<input type="checkbox"/>	<input type="checkbox"/>	Annexure E: SBD6.1 and B-BBEE status level certificate
<input type="checkbox"/>	<input type="checkbox"/>	Annexure F: SBD8: Declaration of Bidder's Past Supply Chain Practices
<input type="checkbox"/>	<input type="checkbox"/>	Annexure G: SBD9: Certificate of Independent Bid Determination
<input type="checkbox"/>	<input type="checkbox"/>	Annexure H: 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 I: Certified copies of latest share certificates, in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure J (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 K: Supporting documents to responses to Qualification Criteria and Evaluation Criteria.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure L: General Condition of Contract
<input type="checkbox"/>	<input type="checkbox"/>	Annexure M: Supporting documents - CSD Registration Summary Report

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

1. DEFINITIONS

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

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 5 and 6 of the Preferential Procurement Regulations, 2011.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause d Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa.
- 1.11 **DFI** means development finance institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- 1.13 **Functional Criteria** means the criteria set out in clause 0 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 0 of this Part C, as prescribed by the PPPFA.

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

2. INTERPRETATIONS

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

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

3. TENDER MANAGER

The Tender Manager is:

Zipho Moselakgomo

DBSA Supply Chain Unit

Email: Ziphoscm@dbsa.org

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

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

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

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

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

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

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

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

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

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

5.4.2 the Tendering Process; and

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

6. STATUS OF REQUEST FOR PROPOSAL

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

7. ACCURACY OF REQUEST FOR PROPOSAL

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

8. ADDITIONS AND AMENDMENTS TO THE RFP

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

9. REPRESENTATIONS

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

10. CONFIDENTIALITY

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

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

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

12. UNAUTHORISED COMMUNICATIONS

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

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

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

such improper assistance.

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

14. ANTI-COMPETITIVE CONDUCT

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

15. COMPLAINTS ABOUT THE TENDERING PROCESS

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

16. CONFLICT OF INTEREST

- 16.1 A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves

in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the DBSA and the Bidder's interests during the Tender Process.

- 16.2 The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.
- 16.3 The DBSA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the DBSA of the conflict as required.

17. LATE BIDS

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

18. BIDDER'S RESPONSIBILITIES

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

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

19. PREPARATION OF BIDS

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

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

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

21. OBLIGATION TO NOTIFY ERRORS

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

22. RESPONSIBILITY FOR BIDDING COSTS

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

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

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

24. USE OF BIDS

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

25. BID ACCEPTANCE

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

26. EVALUATION PROCESS

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

26.1.1 First stage – Responsiveness -Compliance Criteria

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

26.1.2 Second stage – Functional Evaluation

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

26.1.3 Third stage – Price and Preferential Points

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

26.1.4 Fourth stage – Risk Analysis

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

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.

27.1 First Stage: Responsiveness

A. TENDERERS WHO DO NOT ADHERE TO THOSE CRITERIA LISTED AS PRE-QUALIFIER, SHALL DISQUALIFIED IMMEDIATELY.

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Adherence to the 2-Folder submission. Folder 1: Technical Proposal Folder 2: Price Proposal	Pre-Qualifier	Y
2	Attendance of Compulsory Online (Microsoft Teams) Tender Briefing	Pre-Qualifier	Y

B. TENDERERS WHO DO NOT ADHERE TO THE RESPONSE TIME INDICATED FOR CLARIFICATION INQUIRIES 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 & deviations).	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	Valid Letter of Good Standing (COIDA).	48 hours	Y
7	BBBEE Certificate/ Affidavit . (Consortiums, Joint Venture Companies and Partnership must submit a consolidated BBBEE Certificate). Non-response will result in bidder scoring 0 points for preference	48 hours	Y

27.2 Second Stage: Functional Criteria

The following evaluation criteria will be applied in evaluating the functionality of tenders. It is anticipated that this assignment will be largely undertaken by a company or NPO comprised of the team of qualified technical professionals with an option to subcontract certain project deliverables to achieve the desired outcome.

Technical experience summary.

Category	Functionality Criteria	Point (Minimum)	Point (Maximum)
A.	Company Track Record and Experience in relevant similar work (Supporting Documents describing the nature of works)	25	35
B.	Professional Skills relevant to project requirements	20	30
C.	Understanding of the Brief and Methodology including a time lined project plan	25	35
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: COMPANY TRACK RECORD AND EXPERIENCE: TRACK RECORD IN RELEVANT SIMILAR WORK (35)

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 **Eight (8) 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 Documents describing the nature of works
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- **NOTE:** The DBSA reserves the right to contact all references provided. The bidder must ensure that the contact details are provided for verification purposes.

Number	Evaluation Criteria:	Weight	Scoring Criteria
1.	○ Years of experience of working in the tiling registration environment	10	<ul style="list-style-type: none"> • 10 = > 8 years • 5 = 5-8 years • 1 = < 5 years
2.	○ Years of experience in engaging with senior Management in different spheres of government in the tiling registration environment(Bidders to provide indication of Personnel and Position worked with in projects)	5	<ul style="list-style-type: none"> • 5 = > 8 years • 3 = 5-8 years • 1 = < 5 years
3.	○ Experience in restoration plans development and implementation.	5	<ul style="list-style-type: none"> • 5 = Three (3) or more examples of restoration plans developed and implemented. • 3 = One (1) or Two (2) examples of restoration plans developed and implemented. • 0 = No examples of restoration plans developed and implemented.
4.	○ Years of experience in initiating and managing Tiling transaction Support Centre (s)	15	<ul style="list-style-type: none"> • 15 = more than 2 years' experience • 10 = less than 2 years • 0 = no experience
TOTAL SCORE		35	

B: PROFESSIONAL SKILLS – RELEVANT (30)

It is anticipated that this assignment will be largely undertaken by a team of qualified professional technical team. In view of the nature of skill sets required on this project, a multi-disciplinary team approach is required. The service provider would be required to provide a high-calibre of human capital resources with relevant qualifications and skills.

Number	Evaluation Criteria:	Weight	Scoring Criteria
1	○ GIS mapping and dashboard management	15	<ul style="list-style-type: none"> • 15 = at least three examples provided / more than 5 years' experience • 10 = at least two examples provided / 5 or less years' experience • 5= atleast 1 example provided- 5 or less years • 0 = no evidence of GIS mapping and dashboard development.

2	○ Strategic leadership, facilitation, and communications skills in an intergovernmental AND international environment.	15	<ul style="list-style-type: none"> ● 15 = Both international and intergovernmental experience evident ● 10 = Either international or intergovernmental experience evident ● 0 = no evidence provided
TOTAL SCORE		30	

C: UNDERSTANDING OF THE BRIEF (35)

The proposal will need to display and illustrate how the service provider will tackle the areas of work identified and delivery of the stated outputs under the detailed activities section. The scoring on methodology will be as follows:

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

Number	Evaluation Criteria:	Weight	Scoring Criteria
1	<ul style="list-style-type: none"> ○ Approach and Methodology – bidder to submit their approach and methodologies for the work, including a draft programme plan. i. Multi stakeholder engagements ii. Data analysis and workshop to agree interpretation iii. Systems development. iv. Focus on capacity building support v. Monitoring and Risk management vi. Private sector involvement and leverage of private sector resources vii. Evidence of project / programme management successes viii. Evidence of three examples of approaches and methods developed in the past. 	20	<ul style="list-style-type: none"> ● 20 = excellent, covering all aspects ● 15 = covering 4 – 5 of these aspects ● 10 = covering three of the aspects mentioned ● 5 = covering two or less of the aspects mentioned ● 0 = not submitted
2	<ul style="list-style-type: none"> ○ Understanding of the town planning process and issues with evidence that they have dealt with town planning issues pertaining to title deed backlog. <p>(At least One framework must be provided in this regard).</p>	15	<ul style="list-style-type: none"> ● 15 = 3 or more engagements with relevant stakeholders and Clear understanding of the town planning process and issues with evidence provided. ● 10 = 2 engagements held with relevant stakeholder(s) ● 5= 1 engagement held with relevant stakeholders

			• 0 = no clear understanding demonstrated.
TOTAL SCORE		35	

27.3 Third Stage: Price Assessment

27.3.1 Subsequent to the evaluation of Qualifying Criteria and functional criteria, the third stage of evaluation of the Bids will be in respect of price only.

Price points 100

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

27.3.2 **Price points**

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

$$P_s = 100(1 - (P_t - P_{min}) / P_{min})$$

Where:

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

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

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

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
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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.

27.3.3 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).

27.4 Fourth Stage: Risk Analysis & Other Objective Criteria

a) Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as “Other Objective Criteria” in terms of the PPPFA Regulations of 2022, in order to ascertain suitability for award - we reserve the right to clarify any aspects listed hereunder where applicable.

- i) If having passed Responsiveness, the tenderer shall again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Complaint Pin issued by the South African Revenue Services.
- ii) Fully 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 will not be eligible for award under this RFP. In addition, any bidder

- who has received a written notice of non-performance in the twelve-month period preceding the award of this RFP, may in the discretion of the DBSA, be excluded from recommendation for further awards until the non-performance, or the circumstance giving rise to the non-performance, has been remedied to the satisfaction of the DBSA.
- ix) Financial health of the bidder may be assessed if deemed necessary, to ensure that the service provider shall be able to operate as per required deliverables (Ratios: Accounts Receivable & Payable Turnover, Liquidity & Solvency).
 - x) PEP Check and Procure Check to be initiated and if negative, may result in exclusion.
 - xi) As per **Additional Conditions of Tender**.

28 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.

29 CLARIFICATION OF BIDS

- 29.1 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.
- 29.2 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.

30 DISCUSSION WITH BIDDERS

- 30.1 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.
- 30.2 The DBSA is under no obligation to undertake discussions with, and Bidders.
- 30.3 In addition to presentations and discussions, the DBSA may request some or all Bidders to:
 - 30.3.1 conduct a site visit, if applicable;
 - 30.3.2 provide references or additional information;

31 SUCCESSFUL BIDS

- 31.1 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.
- 31.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 31.3 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.

32 NO OBLIGATION TO ENTER INTO CONTRACT

- 32.1 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.
- 32.2 The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

33 BIDDER WARRANTIES

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

- 33.1.1 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;
- 33.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
- 33.1.3 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;
- 33.1.4 it accepts and will comply with the terms set out in this RFP; and
- 33.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

34 DBSA'S RIGHTS

- 34.1 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:
 - 34.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
 - 34.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
 - 34.1.3 vary or extend any time or date specified in this RFP
 - 34.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
 - 34.1.5 require additional information or clarification from any Bidder or any other person;
 - 34.1.6 provide additional information or clarification;
 - 34.1.7 negotiate with any one or more Bidder;
 - 34.1.8 call for new Bid;
 - 34.1.9 reject any Bid received after the Closing Time; or
 - 34.1.10 reject any Bid that does not comply with the requirements of this RFP.

35 GOVERNING LAWS

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

36 MANDATORY QUESTIONS

36.1 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.

36.1.1

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

36.1.2

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

36.1.3

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

36.1.4

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

36.1.5

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

36.1.6

In the case of Consortium, Joint Venture or subcontractors, all Bidders are required to provide mandatory documents as stipulated in schedule 1 of the Response format.	Accept	Do not accept

36.1.7

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

36.1.8

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

36.1.9

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

36.1.10

	Accept	Do not accept
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Where applicable, the DBSA reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.		
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36.1.11

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

36.2

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

36.2.1

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

36.2.2

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

36.2.3

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

36.2.4

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

36.2.5

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

36.2.6

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

36.2.7

	Accept	Do not accept
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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.		
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36.2.8

Bidders who make use of subcontractors.	Accept	Do not accept
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.		

36.2.9

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

36.2.10

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

36.2.11

	Accept	Do not accept
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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.		
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36.2.12

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

36.2.13

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

36.2.14

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

36.2.15

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

36.2.16

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

Signature(s) of Bidder or assignee(s)

Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)

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

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

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

Cell Number:.....

Email Address.....

PART D: TERMS OF REFERENCE & PROJECT BRIEF

TERMS OF REFERENCE

PROFESSIONAL SERVICE PROVIDER TO FACILITATE THE DEVELOPMENT AND IMPLEMENTATION OF AN APPROVED AND PRIORITISED CROSS-CUTTING GOVERNMENT OPERATION VULINDLELA (OV) TITLING PROGRAMME AND TO DEVELOP A REPORT TO ADDRESS THE CAUSES OF THE TITLING SYSTEMIC CHALLENGES THROUGH A STRONG DATA DRIVEN AND EVIDENCE-BASED PROCESS AND IMPLEMENTATION OF A HOLISTIC TITLING FRAMEWORK

1 Introduction – Background to the CSP

The CSP is a support initiative by the National Treasury for metropolitan municipalities under section 154(1) of the Constitution. It aims to aid these municipalities in improving spatial planning, infrastructure delivery, built environment management, and economic development. Despite advancements in basic services, these municipalities face significant challenges like inequitable environments and spatial segregation. The CSP addresses critical areas such as fiscal governance, human settlements, public transport, climate resilience, and economic development. One of the key projects under the Human Settlements Component is focusing on resolving the titling backlog to empower the urban poor in the residential property market and making the market robustly inclusive.

1.1 Background to this Terms of Reference

The CSP appointed and partnered with Centre for Housing Finance in Africa (CAHF) through an MOU in June 2023 to assist in developing systems and tools for the Operation Vulindlela's (OV) Residential Titling project, which is being institutionalised within the government. CSP also partnered with the World Bank Group to provide Titling Restoration support directly in metros in eThekweni, Buffalo City and Nelson Mandela Bay metros.

The Operation Vulindlela Titling project originated from the Residential Property Market initiative, started under CSP 2 in collaboration with the Centre for Housing Finance in Africa (CAHF). This project's primary goal was to enhance the understanding and application of Residential Property Market knowledge and trends in South African Metropolitan Municipalities. Significant progress was made in aiding metros to create and implement residential property market reports, including previously excluded low-value properties. During the implementation of this project, a notable gap was identified: a substantial titling backlog in the low-value residential market, estimated at around 1.2 million titles and valued at approximately 2.3 billion. This backlog represented a lost opportunity to turn these properties into functional assets for the urban poor to engage in the residential property market. To address this issue and support the sector and metropolitan municipalities, the CSP launched two projects: the Metros Titling Support Project and the Operation Vulindlela Titling Restoration Programme. The latter aims to support sector departments such as Human Settlements, Deeds Office, Surveyor General, and Justice Department in developing systems and operations that will enable metros and provinces to address the backlog sustainably

The first phase, involving data search, analysis, and segmentation, was conducted through an MOU with CAHF, funded by the private sector. Due to constrained private sector funding,

the implementation of the Titling Framework has been impacted. CSP now needs to enter the final phase to facilitate this implementation of the Titling Restoration Framework , roll out the Transaction Support Centre for Beneficiary Administration Support, and develop a final report for an approved government plan addressing titling challenges with data-driven processes and hands on support to metros and some provinces.

The outputs for this work will be built on the milestones that was already developed in CSP2, notably:

- Preparation and testing of Titling Toolkits for rollout to metros.
- Piloting the Transaction Support Centre concept in Cape Town, ready for roll out to Gauteng metros.
- Securing reduced-price access to deeds data from the private sector to analyze the title deeds backlog. The intention is to have cost free access to titling data for the purpose of this project.
- Continue developing relationships with key departments to identify critical documents and data sources.
- Creating a Titling Restoration Framework outlining key steps in land assembly, township establishment, and titling. The Draft Framework already in place.
- Detailed analysis of the title deed backlog for multiple metros, outlining barriers to transfer and identifying properties ready for immediate beneficiary administration. This analysis will be updated monthly with new deeds data.
- The identification of various solutions and interventions required to unlock titling, in line with the framework, SIMP, and data collected.
 - ✓ Under the Metro Titling Support project, the Smart Integrated Master Programme (SIMP) was developed and tested in BCM and NMB.

1.2 Scope of Work

Following the initial work, CSP identified the need for implementation tools and a developed a Titling Framework. This includes developing new systems to facilitate the use of these tools and frameworks by municipalities and provinces to address the title deed backlog.

The objectives of the project are as follows:

- I. **Develop a Data – Driven , Realistic Plan to reduce the title backlog**
 - Develop a framework to segment the title deed backlog
 - Obtain required data to quantify and characterise the title deed backlog
- II. **Develop Systems and processes to support implementation of the Plan**
 - Create a data management system so that municipalities can monitor the backlog over time
 - Develop data collection protocols and systems
- III. **Pilots and test innovative solutions to deal with known titling problems**
 - Encroachments
 - Digital ownership certificate pilot
 - Developing waiver procedures to deal with old Conditions of Establishment problems

This project will thus have 2 x distinct focus areas, firstly, the OV titling project and secondly the metro titling restoration programme.

Re the OV titling project, the focus is on:

- i. sector coordination regarding regulatory and policy reforms,
- ii. data access and analysis,

- iii. development of systems and tools; and
- iv. Investigating the design and launch of E-Titling and integration of title deeds data across Departments.

The metro titling restoration focusses on implementation support re titling registration. This will include helping the metros regarding beneficiary administration and town planning issues:

- v. Creating a dashboard with a GIS interface for municipalities and provinces to enable officials to quantify and locate backlog townships. This dashboard will provide municipal, provincial, and national views of the backlog for performance monitoring;
- vi. Integrating the analysis of the backlog as a specific layer within existing municipal GIS systems and providing monthly updates of this analysis to municipalities;
- vii. Developing a Town Planning Toolkit to identify key challenges and solutions in the town planning process (aligned with the titling framework) to guide municipal officials. This toolkit will complement the two other toolkits on land and beneficiary administration; and
- viii. Conducting workshops with various municipal planning departments to share the content of this toolkit and peer learning amongst metros regarding case studies and best practises. report
- ix. Essential documents required to progress the township establishment process are often not found within provinces or municipalities. In some cases, copies may exist in the Office of the Surveyor General and Deeds office and metros.
- x. CSP has initiated a project to digitise all documents associated with backlog townships. CSP plans to fund a team of interns to work closely with the Office of the Surveyor General to accomplish this task. The service provider is expected to appoint contractors who are familiar with titling implementation processes and procedures at municipal level and utilise interns who will collate, analyse and digitise the documents.

The CSP will then create a digital document management system to enable municipal and provincial officials to access these documents.

The service provider will also allocate implementation responsibility for solutions to the relevant departments and entities, identify key milestones and time frames, funding required, support required, and coordination required for cross-cutting activities. This would also include the service provider drawing in resources from the private sector.

It is envisaged that this work will realise the following minimum benefits:

- Compile and disseminate data and knowledge to enable provincial and municipal officials to resolve barriers within the town planning , condonation and formalisation processes.
- Provide access to up-to-date data on the titling backlog for all metropolitan municipalities, provinces, and the national government. This will facilitate improved performance monitoring and support the updating of the Housing Subsidy Systems(HSS).
- Ensure integrated and credible title deeds data availability and alignment across departments.
- Promote an efficient beneficiary administration process based on a piloted Transaction Support Centre process and related toolkits developed.
- Investigate and introduce an E-Title and digitised titling system to enhance credibility, efficiency, and affordability.

1.3 Anticipated Level of Effort

The appointment period will be for approximately 30 months. It is anticipated that the service provider will be a company or NPO with several suitable resources. The inclusion of interns in the team and their associated costs should also be factored in.

1.4 Outputs Anticipated

Re the OV titling project

- i. Titling Framework for regulatory reforms developed and ready for implementation.
- ii. Report that aligns to the framework, with data evidence and recommendations for implementation and piloting.
- iii. Revised Regularisation procedures of unauthorized occupants; digitisation of data sets from various sectors.
- iv. Report on titling regularisation, formalisation and preservation options and recommendations.
- v. Institutional and programme management framework that aligns the OV Titling and metro titling restoration.
- vi. Coordinate development of Security of Tenure Programme for the Traditional Authority areas that will be a subset of the broader titling restoration programme.

Re the metro titling restoration

- vii. Dashboard with a GIS interface for municipalities and provinces;
- viii. Analysis report on the backlog within existing municipal GIS systems to municipalities;
- ix. Town Planning system developed to identify key challenges and solutions in the town planning process.
- x. Monthly update report of the backlog as a specific layer within existing municipal GIS systems to municipalities;
- xi. Workshop report on peer learning amongst metros regarding case studies and best practises.
- xii. Collation and alignment of essential documents to progress the township establishment process; and
- xiii. Agreed- upon progress on the digitised documents associated with backlog in townships.
- xiv. Metro pilots identified and prepared for implementation regarding regularisation, data analysis and alignment, transaction support and beneficiary administration and township planning issues.

1.5 Skills, Competencies, and Qualifications

- Relevant experience and knowledge of the titling registration process, related legislation, and policies. This will include technical knowledge and competencies on conveyancing, registration, township proclamations and beneficiary administration.
- Extensive research experience regarding land and titling issues in cities and the residential property market.
- Knowledge of the South African Government's legislative regime and institutional functions / arrangements, along with a clear understanding of the municipal environment, including the linkages between governance, infrastructure, and housing processes in local government and their interface with provincial and national governments. This includes the ability to work across government departments to develop and propose reforms.

- Knowledge of town planning legislation (e.g SPLUMA) , policies, and systems that impact the titling value chain.
- Ability to develop programme and policy reform to significantly improve the titling system.
- Knowledge of the deceased estate administration
- The Service Provider is expected to have worked with the Deeds Office , Surveyor General Office , Department of Justice etc.
- Good communication, facilitation, and leadership skills.
- Maturity in interpersonal relationships and the ability to work well within a team.
- Excellent writing and presentation skills, including proficiency in relevant business software packages.

2 Structure of Price Proposals

Price proposals should be stated as a deliverable based solution, with an estimate costing for every output described.

3 Project Management Arrangements

The service provider will be contracted by DBSA.

The service provider will report to the CSP3's Human Settlement Component Lead.

The contractor will be required to report monthly on progress regarding outputs and deliverables.

The contract is estimated to delivered between 01 May 2025 and 30 April 2028

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

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

A: PRICING SCHEDULE

This is a Team Composition project scope; in pricing the bidder needs to take that into consideration. It is anticipated that the service provider will be engaged for a maximum of thirty-six (36) months. The project implementation workplan will be finalized during the inception phase.

Output	Deliverables	Estimated Monthly Timeframe Allocated	TOTAL (Excl Vat)
<u>Re the Operation Vulindlela Titling Project</u>			
<ul style="list-style-type: none"> • Titling Framework for regulatory reforms developed and ready for implementation. 	<ul style="list-style-type: none"> • Framework document 	6 months	
<ul style="list-style-type: none"> • Report and PP presentation that aligns to the framework, with data evidence and recommendations for implementation and piloting. 	<ul style="list-style-type: none"> • Report and PowerPoint presentation 	6 months	
<ul style="list-style-type: none"> • Revised Regularisation procedures of unauthorised occupants; digitisation of data sets from various sectors. 	<ul style="list-style-type: none"> • Regularisation Procedure document 	2 months	
<ul style="list-style-type: none"> • Report on titling regularisation, formalisation and preservation options and recommendations. To be presented to the OV Technical team – NT, DHS, DALRRD 	<ul style="list-style-type: none"> • Regularisation report and presentation 	2 months	
<ul style="list-style-type: none"> • Institutional and programme management framework that aligns the OV Titling and metro titling restoration. 	<ul style="list-style-type: none"> • Functional Institutional Management Framework 	4 months	
<ul style="list-style-type: none"> • Coordinate development of Security of Tenure Programme for the Traditional 	<ul style="list-style-type: none"> • Proposed Programme and Reports 	Span the 36 months	

Authority areas that will be a subset of the broader titling restoration programme			
<i>Note: activities may be done simultaneously, not necessarily concurrent</i>			
<u>Metro Titling Restoration</u>		12 months	
1. Dashboard with a GIS interface for municipalities and provinces;	<ul style="list-style-type: none"> • Functional Dashboard 		
2. Analysis report on the backlog within existing municipal GIS systems to municipalities	<ul style="list-style-type: none"> • Categorised backlog Analysis Report 	6 months	
3. Analysis report on the backlog within existing municipal GIS systems to municipalities and key interventions – short to long term	<ul style="list-style-type: none"> • Categorised intervention areas / solutions 	3 months	
4. Land and Town Planning system developed to identify key challenges and solutions in the town planning process.	<ul style="list-style-type: none"> • System with user manual and application 	12 months	
5. Monthly update report of the backlog as a specific layer within existing municipal GIS systems to municipalities;	<ul style="list-style-type: none"> • Monthly report 	monthly	
6. Workshop conducted and report on peer learning amongst metros regarding case studies, town planning issues and best practices.	<ul style="list-style-type: none"> • Workshop programme and Report 	2 days Delivery and planning = 3 days. 1 workshop every 2 months	
7. Determination and Collation of waivers / solutions regarding township establishment process barriers re- pre Spluma process;	<ul style="list-style-type: none"> • Summary report/ presentation and proposals on waivers alignment 	2 months	

8. Agreed- upon progress on the digitised documents associated with backlog in townships.	<ul style="list-style-type: none"> Work level of 4 months for four interns. 	4 months	
9. Develop roll out programme for the Smart Integrated Master Plan (SIMP) that analyses and categorises project level titling backlog issues and help to set up targets.	<ul style="list-style-type: none"> Roll Out Plan and Report of SIMP 	12 months	
10. Metro pilots identified and prepared for implementation regarding regularisation, transaction support and beneficiary administration and township planning issues	<ul style="list-style-type: none"> Implementation action plan and ongoing reports 	5 months	
SUB-TOTAL ACTIVITIES		36 Months	TOTAL (Excl Vat)
Disbursements @ 5% of Total Fees (Professional Fees + Project Team Fees)			R
VAT @15%			R
GRAND TOTAL Maximum Cost for the 36 months Project Duration (Project Team Fees+ Disbursements plus VAT)		R	
<ul style="list-style-type: none"> i. The price offer should be fixed for the duration of the project. - 36 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 activities as outlined in this brief, with the exact same descriptions. v. Bidders should not amend the pricing schedule. vi. The provided Price Schedule provided must be utilized. vii. The fees should reflect the deliverables in the three work packages and the human resource requirements. 			

ANNEXURE B

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

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

ANNEXURE C

TAX COMPLIANCE REQUIREMENTS

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

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

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

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

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

2.3.1 If so, furnish particulars:

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

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

- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>

4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.4.1	If so, furnish particulars:
-------	-----------------------------

SBD 8

CERTIFICATION

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

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

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

.....

~~Signature~~ _____ ~~Date~~ _____

.....

~~Position~~ _____ ~~Name of Bidder~~ _____

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. ~~I have read and I understand the contents of this Certificate;~~
2. ~~I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;~~
3. ~~I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;~~
4. ~~Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;~~
5. ~~For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:~~

~~(a) has been requested to submit a bid in response to this bid invitation;~~

~~(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and~~

~~(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.~~

SBD 9

~~6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:~~

- ~~(a) prices;~~
- ~~(b) geographical area where product or service will be rendered (market allocation)~~
- ~~(c) methods, factors or formulas used to calculate prices;~~
- ~~(d) the intention or decision to submit or not to submit, a bid;~~
- ~~(e) the submission of a bid which does not meet the specifications and conditions of the bid; or~~
- ~~(f) bidding with the intention not to win the bid.~~

~~7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.~~

~~8. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.~~

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

~~³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.~~

.....
~~Signature~~~~Date~~

.....
~~Position Name of Bidder~~

ANNEXURE F

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

ANNEXURE G

certified copies of the latest share certificates of all relevant companies

ANNEXURE H

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

ANNEXURE I

[General Conditions of Contract]

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

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

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

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

ANNEXURE J

CSD Registration Summary Report

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