

Terms of reference (ToR) for the procurement of services below the EU threshold

PUBLIC

Study to Undertake Cost Benefit Analyses and Detailed Costing for Six Priority Flood Alleviation Projects on Drakenstein Municipality Owned Land.	Project number/ cost centre: 24.3412.4 – 310.00
--	--

0.	List of abbreviations	2
1.	Context.....	3
2.	Tasks to be performed by the contractor	4
2.1	Project Inception Phase	5
2.2	Detailed Costing of the Six Priority Projects.	5
2.3	Undertaking of Detailed Cost-Benefit Analyses for Each of the Six Priority Projects.....	6
3.	Concept.....	7
	Technical-methodological concept	7
	Project management of the contractor (1.6)	8
	Further requirements (1.7).....	8
4.	Personnel concept.....	8
	Team leader.....	9
	Key expert 1: Cost Benefit Analysis Specialist.....	10
	Key expert 2: Stormwater Infrastructure Engineer	10
	Key expert 3: Municipal Infrastructure Regulatory Expert	11
5.	Costing requirements	12
	Assignment of personnel and travel expenses	12
	Sustainability aspects for travel	12
	Contracts for works:	13
	Workshops, events and trainings.....	13
6.	Inputs of GIZ or other actors.....	14
7.	Requirements on the format of the tender	14
8.	Option	14
9.	Outsourced processing of personal data	14
10.	Annexes.....	15

0. List of abbreviations

AG	Commissioning party
AN	Contractor
AVB	General Terms and Conditions of Contract for supplying services and work
BAU	Business as Usual
CBA	Cost Benefit Analysis
CFF	C40 Cities Finance Facility (see C40 Cities Finance Facility Homepage)
DM	Drakenstein Municipality
FK	Expert
FKT	Expert days
KZFK	Short-term expert
NbS	Nature-Based Solutions
NDA	Non-Disclosure Agreement
PMT	Project Management Team (DM and GIZ)
ToRs	Terms of reference

1. Context

The C40 Cities Finance Facility (CFF) is a project preparation facility that works with local governments around the world to prepare and implement urban infrastructure projects that improve the lives of residents. In its work it facilitates access to finance for climate change mitigation and resilience projects in cities (please see [C40 Cities Finance Facility | Homepage](#) for further details).

For the past two years, the Drakenstein Municipality (DM) has received technical assistance from the CFF to develop hybrid flood alleviation infrastructure programmes in three of its sub-catchments (these are the Palmiet, Groenheuwel and Mbekweni sub-catchments). One of the key outputs from this work was the identification of six priority projects (two in each of the three sub-catchments) to be taken forward in the DM's own project development and financing cycle.

Concept notes defining these six projects are contained in Annex One (and its six sub-annexes) of this Terms of Reference (ToR). A key element of these projects is to optimise the use of Nature-Based Solutions (NbS). This will assist in ensuring that the infrastructure projects have significant co-benefits associated with them in their ongoing implementation after commissioning. Annex Three of this ToR contains a summary of the work that was done in Phase 3 through the CFF support, including details of the specific technical studies that were done (see page 7 of this programme summary for the list of studies and the overarching approach).

The CFF (as part of its Phase 4) has recently extended the support to the DM until July 2025, and funds are now available to support an additional study that will support the six priority projects moving towards being financed and ultimately moving into implementation. In the CFF terminology this is part of moving projects towards financial readiness.

This study will focus on two key workstreams. These are:

- Firstly, a more detailed analysis of the costs associated with the six projects. This in terms of three elements i.e. planning and design costs (including any regulatory requirements and comprehensive public participation), construction and implementation costs, and operation and maintenance costs. The current costs in the six concept notes are conservative and need further refinement. In addition, this analysis will look at the potential for phasing these projects. A proposed schedule for implementing the projects will also need to be developed to support this analysis.
- Secondly, to support the correct prioritisation of these projects, within the DM's own budget allocation cycles, Cost Benefit Analyses (CBAs) on all six priority projects will be undertaken.

Based on the background above the objective of the study is as follows:

“For the six priority projects identified in the C40 CFF supported hybrid flood alleviation infrastructure programme, review and provide more detailed costs for the projects’ development, building and commissioning, and operation and maintenance. Using these revised costs, detailed CBAs will be developed for all these six priority projects”.

2. Tasks to be performed by the contractor

The contractor is responsible for providing the following services:

- To deliver the assignment in a timely and professional manner that satisfies the requirements of the CFF and GIZ, across the three phases identified.
- The contractor is responsible for selecting, preparing, training and steering the international and national, short and long-term experts assigned, as appropriate, to perform the advisory tasks.
- The contractor provides equipment and supplies (consumables), as appropriate, and assumes the associated operating and administrative costs.
- The contractor manages costs and expenditures, accounting processes and invoicing in line with the requirements of GIZ.
- The contractor reports regularly to GIZ in accordance with the current AVB of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH.

In addition to the reports required by GIZ in accordance with the AVB, the contractor is to submit the following reports:

- An Inception Report.
- A Final Revised Costs Report.
- Final CBAs for all six sites.

Certain milestones, as laid out in the table below, are to be achieved during the contract term. These are:

Milestones/partial works	Deadline/place/person responsible	Criteria for acceptance
2.1.1 Submission of a final inception report.	To be completed by the end of April 2025. In the Drakenstein Municipality (DM). Contractor Team Leader and PMT responsible.	Report produced and accepted by the Project Management Team (PMT).
2.2.1 Development of a final detailed costing report.	By the beginning of June 2025. In the DM. Contractor Team Leader and PMT.	Report completed and accepted by the PMT.
2.3.1 Development of a final CBA report.	By the end of July 2025. In DM. Contractor Team Leader and PMT.	Report completed and accepted by the PMT.

Period of assignment: From the 2nd of April 2025 until the 31st of July 2025. Please note there is no possibility of an extension on this assignment due to donor related requirements.

Please note that in terms of “project start” this is defined as being the formal appointment of the chosen contractor i.e., when the contract has been signed by all parties. This is anticipated to be at the latest the middle of April 2025.

All deliverables will follow Drakenstein Municipality formats as far as possible.

Please note that this contract will be implemented as a contract for works.

For the three phases that constitute this project a number of tasks will need to be implemented.

These are captured in the following sections.

2.1 Project Inception Phase

The project inception phase is key to laying the foundation for the effective delivery of the project. This includes ensuring that all the key stakeholders involved in the project have a shared understanding of what its aims are and how it will be managed to achieve these aims.

The following tasks will be undertaken:

- a. A kick-off meeting will be held as soon as the project contract has been signed to discuss the project, its aims, objectives and risks. A key part of this discussion will be the development of a workplan for the project and the planning of the inception workshop, including identification of all stakeholders to be invited. The contractor will be responsible for all the inception workshop arrangements. Please note that the kick-off meeting activities will also involve site visits to the six priority sites in Paarl and the whole contractor team will be required to be at these site visits. The kick-off meeting is scheduled for mid-April 2025.
- b. An inception workshop will be implemented. A key input at the workshop will be a detailed presentation by the contractor of the proposed methodological approach towards the project CBAs for discussion with the DM stakeholders. This to confirm, but not be limited to, what co-benefits it should consider.
- c. A draft inception report will be written up and sent out to all stakeholders for comment.
- d. A final inception report will then be developed based on any comments received.

The milestones, timeline and responsibilities for this specific phase are as follows:

Milestones/partial works	Deadline/place/person responsible	Criteria for acceptance
2.1.1 Submission of a final inception report.	To be completed by the end of April 2025. In the DM. Contractor Team Leader and PMT responsible.	Report produced and accepted by the PMT.

2.2 Detailed Costing of the Six Priority Projects.

During this phase, the detailed costing of the six priority projects will be done in terms of the following three elements:

- Planning, design and project related regulatory requirements;
- Construction cost i.e., capital expenditure (CAPEX); and,
- Operation and maintenance costs i.e., operational expenditure (OPEX). This to include detailing the frequency of maintenance activities required.

The detailed costing should consider the six priority project concept notes as a key input into the approach taken (See Annex One and its sub-annexes). The approach should be agreed upon in the inception phase and will rely on, but not be limited to, data available on infrastructure CAPEX and OPEX costs from the DM primarily. The costs should be detailed

on an annual basis and over a time period to be decided at the inception phase (for example for OPEX twenty years from project commissioning). This detailed costing will therefore need to reflect a proposed implementation schedule for the six projects, that is both technically sound and financially viable, and also reflects any phasing requirements. In the case of any proposed phasing, the contractor is to specify, along with estimated project costs, the estimated duration of each project phase as well as estimated duration to achieve each milestone within that phase.

The following tasks will be undertaken:

- a. A detailed review of the previous CFF study documentation. Using this work as the basis for a more detailed costing of the six priority projects. A key part of this work will be to look for opportunities for phasing the projects in a manner that does not undermine their anticipated impacts. The reason for this is that the DM's budget is constrained, and that a more incremental approach towards their implementation may be more appropriate considering the timing and quantum of any required budgets. Costs should include preliminary and general costs, as well as contingencies. The costs, and any proposed phasing, needs to be reflected in a proposed implementation schedule for the six priority projects.
- b. A draft report will be produced. The proposed timing for this is mid-May 2025.
- c. An in-person workshop will be held to discuss the draft detailed costing report. The proposed schedule for this is end May 2025.
- d. A final report will be developed on the basis of comments received on the draft report and discussions at the workshop.

The milestones, timeline and responsibilities for this specific phase are as follows:

Milestones/partial works	Deadline/place/person responsible	Criteria for acceptance
2.2.1 Development of a final detailed costing report.	By the beginning of June 2025. In DM. Contractor Team Leader and PMT.	Report completed and accepted by the PMT.

2.3 Undertaking of Detailed Cost-Benefit Analyses for Each of the Six Priority Projects

During this phase detailed CBAs will be developed for each of the six priority projects. The purpose of these CBAs is to advocate internally for the implementation of the projects (as an example of the use of hybrid infrastructure for flood alleviation and stormwater management, that also optimises the use of Nature-based Solutions and the development of multi-functional infrastructure). These will enable the DM to have an evidence base that shows their value to the Municipality's residents and, in addition, support the DM's achievement of its municipality wide objectives. The CBAs for the six priority sites, once completed, will also be consolidated into CBAs for the three sub-catchments (Mbekweni, Groenheuwel and Palmiet) they are located in.

The CBA analysis will be done by comparing the implementation of these projects against a business as usual (BAU) case, that considers what will happen over the projected lifespan of the infrastructure (proposed to be 20 years). This BAU case may be a situation where nothing is done or what is done reflects a more minimal approach that does not optimise the potential co-benefits associated with the infrastructure e.g. using Nature-based Solutions and allowing the site to be multi-functional. This BAU will need to be defined accurately in the

inception phase. Potential contractors should provide some initial thinking around this issue and associated practicalities in their proposals. The CBA will also need to effectively review how the DM considers climate change scenarios and their implications and what future development is proposed in the three catchments where the priority projects are located in. In reporting the final results, the report should consider effective ways to represent and communicate the benefits of the projects to DM officials and politicians e.g. how will the benefits of avoided costs due to flooding mitigation accrue over the lifespan of the infrastructure, and at what point does the infrastructure start providing positive benefits after all historical and ongoing costs have been, and are being, covered.

The following tasks will be undertaken:

- a. On the basis of the methodology developed during the inception phase, and the results of the detailed costing report, cost benefit analyses will be undertaken on the six priority projects. In the contractor proposals there should be a detailed consideration of what project benefits they would consider as important in this analysis. The final choice of what co-benefits to analyze will be done in the inception phase with DM perspectives being a key input. A specific focus of the work is a more precise definition of who the beneficiaries of the projects will be.
- b. A draft report (considering all six projects) will be developed and circulated to all key stakeholders, by the contractor, for their comments and as the key input into a workshop to discuss it. The CBAs for the six priority projects will be consolidated in the report in a way that clearly shows their combined impact at a sub-catchment level. The report should also detail effective approaches to monitoring the co-benefits identified once the projects have been commissioned.
- c. An in-person workshop will be held to discuss the draft report.
- d. A final report will be produced based on comments made on the draft report and the discussions in the workshop.

The milestones, timeline and responsibilities for this specific phase are as follows:

Milestones/partial works	Deadline/place/person responsible	Criteria for acceptance
2.3.1 Development of a final CBA report.	By end July 2025. In DM. Contractor Team Leader and PMT.	Report completed and accepted by the PMT.

3. Concept

In the tender, the tenderer is required to show *how* the objectives defined in Chapter 2 (Tasks to be performed) are to be achieved, if applicable under consideration of further method-related requirements (technical-methodological concept). In addition, the tenderer must describe the project management system for service provision.

Note: The numbers in parentheses correspond to the lines of the technical assessment grid.

Technical-methodological concept

Strategy (1.1): The tenderer is required to consider the tasks to be performed with reference to the objectives of the services put out to tender (see Chapter 1 Context) (1.1.1). Following this, the tenderer presents and justifies the explicit strategy with which it intends to provide the services for which it is responsible (see Chapter 2 Tasks to be performed) (1.1.2).

The tenderer is required to present and explain its approach to **steering** the measures with the project partners (1.3.1).

The tenderer is required to describe the key **processes** for the services for which it is responsible and create an **operational plan** or schedule (1.4.1) that describes how the services according to Chapter 2 (Tasks to be performed by the contractor) are to be provided.

Project management of the contractor (1.6)

The tenderer is required to explain its approach for coordination with the GIZ project. In particular, the project management requirements specified in Chapter 2 (Tasks to be performed by the contractor) must be explained in detail.

The tenderer is required to draw up a **personnel assignment plan** with explanatory notes that lists all the experts proposed in the tender; the plan includes information on assignment dates (duration and expert days) and locations of the individual members of the team complete with the allocation of work steps as set out in the schedule.

The tenderer is required to describe its backstopping concept. The following services are part of the standard backstopping package, which (like ancillary personnel costs) must be factored into the fee schedules of the staff listed in the tender in accordance with Section 3.3.1 of the GIZ AVB:

- Service-delivery control.
- Managing adaptations to changing conditions.
- Ensuring the flow of information between the tenderer and GIZ.
- Assuming personnel responsibility for the contractor's experts.
- Process-oriented steering for implementation of the commission.
- Securing the administrative conclusion of the project.

The Project Management Team (PMT) guiding this project will be made up of representatives of the Drakenstein Municipality, GIZ and C40.

During the project there will be three formal project management meetings between the contractor and the PMT to review progress and address any problems experienced in implementing the assignment. Weekly project progress e-mails will also be required.

Please note that the selected contractor may be required to sign a Non-Disclosure Agreement (NDA) with the DM.

Further requirements (1.7)

There are no further requirements.

4. Personnel concept

The tenderer is required to provide personnel who are suited to filling the positions described, on the basis of their CVs (see Chapter 7), the range of tasks involved and the required qualifications.

All tenderers should provide a **summary table at the beginning of each of the CVs** clearly and comprehensively explaining how the proposed personnel address the requirements defined below for each of qualifications specified.

The below specified qualifications represent the requirements to reach the **maximum number** of points in the technical assessment.

Team leader

Tasks of the team leader

- Overall responsibility for the advisory packages of the contractor (quality and deadlines).
- Coordinating and ensuring communication with GIZ, partners and others involved in the project.
- Personnel management of the contractor team.
- Regular reporting in accordance with deadlines.
- Provide expert and clear guidance on how CBAs can be undertaken for municipal infrastructure.

Qualifications of the team leader

- Education/training (2.1.1): Master's degree in development economics, civil engineering, urban planning, development finance, infrastructure planning, climate resilience, urban municipal finance, water management, engineering or any appropriate field that supports the objectives of the project.
- Language (2.1.2): C2-level language proficiency in English.
- General professional experience (2.1.3): 15 (fifteen) years of South African based professional experience in the urban planning, development economics, development finance, infrastructure planning, climate resilience, urban municipal finance, water management sectors or any other appropriate sector that supports the objectives of the project.
- Specific professional experience (2.1.4): 10 (ten) years working in projects that relate to the development, analysis and assessment of local government infrastructure in South Africa. 5 (five) years of working on projects that relate to water infrastructure analysis in the municipal context in South Africa.
- Leadership/management experience (2.1.5): 10 (ten) years of management/leadership experience as project team leader or manager in a company.
- Regional experience (2.1.6): 5 (five) years of experience in projects in the Western Cape, South Africa.
- Development cooperation (DC) experience (2.1.7): Not applicable.
- Other (2.1.8): Name and succinct description of 2 (two) projects the team leader has worked on that involve cost benefit analysis work in South Africa with regard to municipal infrastructure. The description should include the objective of the project, the activities implemented to achieve that objective and the role the team leader played.

Key expert 1: Cost Benefit Analysis Specialist

Tasks of key expert 1

- To support the team leader in delivering the project.
- Undertake the detailed CBA analysis of the proposed infrastructure projects.

Qualifications of key expert 1

- Education/training (2.2.1): Master's degree in development economics, infrastructure planning, climate resilience, urban municipal finance or any appropriate field that supports the objectives of the project.
- Language (2.2.2): C2 level language proficiency in English.
- General professional experience (2.2.3): Fifteen (15) years of South African based professional experience in undertaking CBAs with regard to infrastructure planning and implementation.
- Specific professional experience (2.2.4): 10 (ten) years working in projects that relate to CBA of local government infrastructure in South Africa. 5 (five) years of working on projects that involve CBAs with regard to infrastructure in the water sector.
- Leadership/management experience (2.2.5): Not applicable.
- Regional experience (2.2.6): 5 (five) years of experience in projects in the Western Cape, South Africa.
- Development cooperation (DC) experience (2.2.7): Not applicable.
- Other (2.2.8): Name and succinct description of 2 (two) projects the expert has worked on that involve work undertaking CBAs related to stormwater management, flood management and involve nature-based infrastructure. The description should include the objective of the project, the activities implemented to achieve that objective and the role the expert played.

Key expert 2: Stormwater Infrastructure Engineer

Tasks of key expert 2

- To support the team leader in delivering the project.
- Provide expert input into all stormwater infrastructure design, construction and implementation, and operational and maintenance elements of the project (including Nature-based approaches to infrastructure).

Qualifications of key expert 2

- Education/training (2.3.1): Master's degree in any engineering field relevant to the project.

- Language (2.3.2): C2 level language proficiency in English.
- General professional experience (2.3.3): Fifteen (15) years of South African based professional experience working on stormwater management related infrastructure in South Africa.
- Specific professional experience (2.3.4): Ten (10) years working in projects that relate to the design and implementation of stormwater management infrastructure at municipal level in South Africa. 5 (five) years of working on projects that relate to flood management at the municipal level in South Africa.
- Leadership/management experience (2.3.5): Not applicable.
- Regional experience (2.3.6): 5 (five) years of experience in projects in the Western Cape, South Africa.
- Development cooperation (DC) experience (2.3.7): Not applicable.
- Other (2.3.8): Name and succinct description of 2 (two) projects the expert has worked on that involve work on stormwater management and flood management projects at municipal level in South Africa, that specifically involve nature-based solutions. The description should include the objective of the project, the activities implemented to achieve that objective and the role the expert played.

Key expert 3: Municipal Infrastructure Regulatory Expert

Tasks of key expert 3

- To support the team in delivering the project.
- Provide expert input into the regulatory requirements the six priority projects would need to satisfy in their development and implementation, and the costs associated with these requirements.

Qualifications of key expert 3

- Education/training (2.4.1): Honours degree in land-use planning, environmental science, development planning, engineering or any appropriate field that supports the objectives of the project.
- Language (2.4.2): C2 level language proficiency in English.
- General professional experience (2.4.3): Ten (10) years of South African based professional experience in the specific South African municipal sectors that support the objectives of the project.
- Specific professional experience (2.4.4): Five (5) years working on projects that relate to stormwater infrastructure management at local government level in South Africa.
- Leadership/management experience (2.4.5): Not applicable.
- Regional experience (2.4.6): 2 (two) years of experience in projects in the Western Cape, South Africa.

- Development cooperation (DC) experience (2.4.7): Not applicable.
- Other (2.4.8): Name and succinct description of 2 (two) projects the expert has worked on that involve the expert working on the accurate definition and detailing of regulatory requirements associated with stormwater management at the South African municipal level. The description should include the objective of the project, the activities implemented to achieve that objective and the role the expert played.

Soft skills of team members

In addition to their specialist qualifications, the following qualifications are required of team members:

- Team skills
- Initiative
- Communication skills
- Socio-cultural skills
- Efficient, partner- and client-focused working methods
- Interdisciplinary thinking

5. Costing requirements

Assignment of personnel and travel expenses

Per diem allowances are reimbursed as a lump sum up to the maximum amounts permissible under tax law for each country as set out in the country table in the circular from the German Federal Ministry of Finance on travel expense remuneration (downloadable from the German Federal Ministry of Finance – tax treatment of travel expenses and allowances for international business travel as of 1 January 2024).

Accommodation allowances are reimbursed as detailed in the specification of inputs below.

With special justification, additional Accommodation costs up to a reasonable amount can be reimbursed against evidence.

All business travel must be agreed in advance by the officer responsible for the project

Sustainability aspects for travel

GIZ has undertaken an obligation to reduce greenhouse gas emissions (CO₂ emissions) caused by travel. When preparing your tender, please incorporate options for reducing emissions, such as selecting the lowest-emission booking class (economy) and using means of transport, airlines and flight routes with a higher CO₂ efficiency. For short distances, travel by train (second class) or e-mobility should be the preferred option.

CO₂ emissions caused by air travel must be offset. GIZ specifies a budget for this, through which the carbon offsets can be settled against evidence.

There are many different providers in the market for emissions certificates, and they have different climate impact ambitions. The [Development and Climate Alliance \(German only\)](#) has published a [list of standards \(German only\)](#). GIZ recommends using the standards specified there.

Contracts for works:

The following basic calculations for the contract for works are a reference value based on the acceptance criteria for each partial work/milestone specified in Chapter 2 (Tasks to be performed by the contractor).

Since the contract to be concluded is a contract for works, we would ask you to offer your services at a lump sum price.

In addition, the assessment of the financial bid is also based on the underlying daily rate. Please also provide the underlying daily rate. A breakdown of days is not required.

Milestones/partial works	Estimated expert days for orientation	Deadline/place/person responsible
2.1.1 Submission of a final inception report.	23	To be completed by the end of April 2025. In the DM. Contractor Team Leader and PMT responsible.
2.2.1 Development of a final detailed costing report.	42	By beginning June 2025. In DM. Contractor Team Leader and PMT.
2.3.1 Development of a final CBA report.	44	By end July 2025. In DM. Contractor Team Leader and PMT.

Workshops, events and trainings

Workshops are an important part of the internal stakeholder engagement process that is a fundamental part of this project.

The contractor implements the following workshops as part of this project:

- An Inception Workshop;
- Workshop to discuss the draft detailed costings report; and,
- Workshop to discuss the draft CBA report.

Please note that the contractor will be responsible for any attendance registers (GIZ will provide an appropriate template for these), as well as producing notes and minutes from all meetings and workshops.

For each of these workshops the costing requirements should consider the following to ensure they are implemented effectively:

- The DM will provide the venues.
- The contractor will need to provide appropriate catering.
- All workshops will run for one day only from 08h00 to 16h00.
- The maximum number of participants in these workshops will be 20 (twenty).
- Appropriate equipment to effectively run the workshop will need to be provided by the contractor.

- Appropriate materials for the workshop will need to be developed and provided by the contractor.

GIZ's supports the principles associated with a Sustainable Event Management approach in its work. In this regard GIZ's South Africa office has developed Minimum Standards to support this approach. These are attached as an Annex to this ToR (See Annex Two). Though not binding on consultants, GIZ's contractors are encouraged to adopt them as far as reasonably possible in any project and should indicate in their proposals initial thoughts how this could be done.

Please describe in your concept how you implement the minimum standards specified above.

6. Inputs of GIZ or other actors

GIZ and/or other actors are expected to make the following available:

- Any official letters to support the project's implementation.
- Access to relevant data as required; and,
- As indicated the DM will provide venues for the three workshops.

7. Requirements on the format of the tender

The structure of the tender must correspond to the structure of the ToR. In particular, the detailed structure of the concept (Chapter 3) should be organized in accordance with the positively weighted criteria in the assessment grid (not with zero). The tender must be legible (font size 11 or larger) and clearly formulated. It must be drawn up in English.

The complete tender must not exceed 20 pages (excluding CVs). If one of the maximum page lengths is exceeded, the content appearing after the cut-off point will not be included in the assessment. External content (e.g., links to websites) will also not be considered.

The CVs of the personnel proposed in accordance with Chapter 4 of the ToRs must be submitted using the format specified in the terms and conditions for application. The CVs shall not exceed 5 pages each. They must clearly show the position and job the proposed person held in the reference project and for how long. The CVs can only be submitted in English.

As the contract to be concluded is a contract for works, please offer a fixed lump sum price that covers all relevant costs (fees, travel expenses etc.). The price bid will be evaluated on the basis of the specified lump sum price. In addition, please also provide the underlying daily rate. A breakdown of days is not required.

8. Option

Not applicable to this assignment.

9. Outsourced processing of personal data

There will be no outsourced processing of data as part of this assignment.

10. Annexes

The following annexes have been developed to support the understanding of this ToR.

Annex One – Concept Notes for the Six Priority Sites.

- Annex 1.1** Beets Street Concept Note (Mbekweni Sub-Catchment)
- Annex 1.2** Drommedaris Street Concept Note (Mbekweni Sub-Catchment)
- Annex 1.3** New Orleans Park Concept Note (Groenheuwel Sub-Catchment)
- Annex 1.4** Prelude-Symphony-Bach Concept Note (Groenheuwel Sub-Catchment)
- Annex 1.5** Sonstraal Road to Van der Stel Drive Concept Note (Palmiet Sub-Catchment)
- Annex 1.6** Palmiet River Management - Van der Stel to Jan van Riebeeck Drive Concept Note (Palmiet Sub-Catchment)

Annex Two – GIZ Minimum Standards for Sustainable Event Management at GIZ South Africa, Lesotho and Eswatini (September 2023).

Annex Three – Drakenstein Municipality Hybrid Flood Alleviation Programme for the Mbekweni, Groenheuwel and Palmiet Catchments. Programme Summary. December 2024.

Other Requirements

- Please submit your proposal (technical and price proposal) in separate files/folder to ZA_Quotation@giz.de no later than **7th March 2025** all documents must be in PDF.
- Submission to any other email address may invalidate your bid.
- Please do not mention any price for this measure on your cover letter/Technical proposal.
- Please submit your tax clearance certificate with the bidding documents.
- Please submit your price proposal in **ZAR**.
- Our General Terms of Conditions (attached) shall not be changed/amended should you be the winner of this tender. These General Terms and Conditions will form part of the contract should you be awarded this contract. By submitting your proposal, we will conclude that you have read and accepted these terms and conditions.
- Participating more than once in same tender is not allowed and it will lead to your proposal as well as that of the company where you appear more than once being disqualified. The responsibility rests with the companies to ensure that their partners/experts are not bidding/participating more than once in same tender.
- **Bidders are not allowed to communicate directly with any other person regarding this bid other than the procurement official/s. Failure to comply with this requirement may lead to your bid being disqualified.**
- Bidders must strictly avoid conflicts with other assignments or their own interests. Bidders found to have a conflict of interest shall be disqualified. Without limitation

on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this EOI and tender process, if they:

- a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by GIZ or the Interim Supply Chain Management Council to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the services in this selection process;
- b) were involved in the preparation and/or design of the programme/project related to the services requested under this EOI and tender;
- c) are serving or have been serving in the past three months in the structures of the Interim Supply Chain Management; or
- d) are found to be in conflict for any other reason, as may be established by, or at the discretion of GIZ.

Scientific data

In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to GIZ, and seek GIZ's confirmation on whether or not such a conflict exists.

- Similarly, the Bidders must disclose in their proposal their knowledge of the following:
 - a) if the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of GIZ staff involved in the procurement functions and/or the Interim SCM Council or any Implementing partner receiving services under this EOI or tender; and
 - b) all other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.
- **Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.**

Bids sent via Dropbox and WeTransfer will not be accepted

