

**REQUEST FOR PROPOSALS**

<p><b>YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED</b></p>	
<p><b>BID NUMBER:</b></p>	<p><b>RFP077/2024</b></p>
<p><b>COMPULSORY BRIEFING SESSION DETAILS:</b></p>	<p><b>17 May 2024 at 10:00am</b></p> <p><b>Microsoft Teams</b></p> <p><a href="#">Join the meeting now</a></p> <p>Meeting ID: 387 396 327 973</p> <p>Passcode: W3TijK</p>
<p><b>CLOSING DATE:</b></p>	<p><b>29 May 2024</b></p>
<p><b>CLOSING TIME:</b></p>	<p>23H55</p>
<p><b>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</b></p>	<p>120 days</p>
<p><b>DESCRIPTION OF BID:</b></p>	<p><b>SOURCING OF CONSULTANT OR PROFESSIONAL SERVICE PROVIDER TO FACILITATE AND MANAGE THE COVERAGE DIVISIONS' STRATEGIC PLANNING SESSIONS AND PROGRAMMES FOR THE DEVELOPMENT BANK OF SOUTHERN AFRICA (DBSA).</b></p>
<p><b>BID DOCUMENTS DELIVERY ADDRESS:</b></p>	<p><b>1. ELECTRONIC SUBMISSIONS</b></p> <p><b><u>INSTRUCTIONS:</u></b></p> <p>➤ Bidders are required to issue Tender Submission Link requests and all other enquiries to <a href="mailto:tumim@dbsa.org">tumim@dbsa.org</a> <b>ONLY</b>.</p>

	<p>➤ <b>No</b> Tender Submission Link requests and any queries will be accepted after <b>16h00 on the 23 May 2024</b>. Any requests after the stipulated date and time will be disregarded.</p> <p>➤ Bidders will thereafter receive a Microsoft OneDrive Link to upload their tender submission documents electronically.</p> <p><b>NB: Electronic submission is encouraged for all bidder's interest in this tender bid.</b></p> <p><b>Closing date 29 May 2024 before 23:55. All bids must be in on the 29 May 2024.</b></p>
<b>NAME OF BIDDER:</b>	
<b>CONTACT PERSON:</b>	
<b>EMAIL ADDRESS:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>FAX NUMBER:</b>	
<b>BIDDER'S STAMP OR SIGNATURE</b>	



The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption. Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33  
 Email : [dbsa@whistleblowing.co.za](mailto:dbsa@whistleblowing.co.za)  
 Free Post : Free Post KZN 665 | Musgrave | 4062  
 SMS : 33490

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**PART A**

**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED (“DBSA”)**

**BID NUMBER:** RFP077/2024

**DESCRIPTION:**

**SOURCING OF CONSULTANT OR PROFESSIONAL SERVICE PROVIDER TO FACILITATE AND MANAGE THE COVERAGE DIVISIONS’ STRATEGIC PLANNING SESSIONS AND PROGRAMMES FOR THE DEVELOPMENT BANK OF SOUTHERN AFRICA (DBSA).**

**COMPULSORY BRIEFING:** 17 May 2024

**Time:** 10:00am

**QUERIES AND LINK REQUESTS:** No – Tender Submission Link requests will be accepted after **16h00 on the on the 23 May 2024**. Any requests after the stipulated date and time will be disregarded.

**CLOSING DATE:** 29 May 2024

**CLOSING TIME:** 23H55

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

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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.

<b>NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:</b>				
<b>POSTAL ADDRESS:</b>				
<b>STREET ADDRESS:</b>				
<b>CONTACT PERSON (FULL NAME):</b>				
<b>EMAIL ADDRESS:</b>				
<b>TELEPHONE NUMBER:</b>				
<b>FAX NUMBER:</b>				
<b>BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM</b>				
<b>BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM</b>				
<b>BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED?</b>	<b>YES</b>		<b>NO</b>	

<b>[TICK APPLICABLE BOX]</b>				
<b>IF YES, WHO ISSUED THE CERTIFICATE?</b>				
<b>REGISTERED WITH THE NATIONAL TREASURY CSD</b> <b>[TICK APPLICABLE BOX]</b>	<b>YES</b>		<b>NO</b>	
<b>CSD REGISTRATION NUMBER</b>				
<b>TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS</b>				

<b>1..1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]
<b>1..1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]
<b>1..1.3 SIGNATURE OF BIDDER</b>	.....
<b>1..1.4 DATE</b>	
<b>1..1.5 FULL NAME OF AUTHORISED REPRESENTATIVE</b>	
<b>1..1.6 CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>	

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY (MICROSOFT ONE DRIVE LINK) BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

**IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**



## PART C

### 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**

One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation Folder 2 - Price / Financial Proposal –  
**Electronic submission**

**Part A:** Invitation to Bid

**Part B:** Terms and Conditions of Bidding

**Part C:** Checklist of Compulsory Returnable Schedules and Documents

**Part D:** Conditions of Tendering and Undertakings by Bidders

**Part E:** Specifications/Terms of Reference and Project Brief

**Annexure A:** Price Proposal Requirement

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure B:</b> SBD4 Declaration of Interest  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure C:</b> SBD6.1 and B-BBEE status level certificate  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure D:</b> SBD8: Declaration of Bidder's Past Supply Chain Practices – N/A   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure E:</b> SBD9: Certificate of Independent Bid Determination – N/A  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure F:</b> 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"/> | <b>Annexure G:</b> Certified copies of latest share certificates, in case of a company.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure H: (if applicable):</b> A breakdown of how fees and work will be spread between members of the bidding consortium.                       |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure I:</b> Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria                                   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure J:</b> General Condition of Contract   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure K:</b> CSD Tax Compliance Status and Registration Requirements Report  |

## PART D

### CONDITIONS OF TENDERING 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 of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2017.
- 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 4 (Bid Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 29 (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 27 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.

- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2017 published in terms of the PPPFA.
- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause 29.3 of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause 29.5 of this Part C, as prescribed by the PPPFA.
- 1.20 **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.
- 1.21 **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 **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.
- 1.30 **Website** means a website administered by DBSA under its name with web address [www.dbsa.org](http://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 TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

Email: [tumim@dbsa.org](mailto:tumim@dbsa.org)

No questions will be answered telephonically.

#### 4. BID TIMETABLE

This timetable is provided as an indication of the timing of the tender process. It is indicative only and subject to change by the DBSA. Bidders are to provide proposals that will allow achievement of the intended commencement date.

Activity	Date
Advertisement of tender	06/05/ 2024
RFP document available	06/05 / 2024
Compulsory briefing session-on site	17/05/2024 at 10H00am
Closing date for tender enquiries	23/ 05/ 2024
<b>Link requests</b>	23 / 05 / 2024 by 16h00
<b>Closing date and time</b>	29 / 05/ 2024 at 23h55
Intended completion of evaluation of tenders	3/07/2024
Intended formal notification of successful Bidder(s)	22/04/ 2024
Signing of Service Level Agreement	31/07/2024
Effective date	01/08/ 2024

#### 5. SUBMISSION OF TENDERS

##### **Instructions:**

- Bidders are required to issue Tender Submission Link requests and all other enquiries to [TumiM@dbsa.org](mailto:TumiM@dbsa.org) **ONLY**.
- **No** – Tender Submission Link requests will be accepted after **16h00 on the 23 May 2024**. Any requests after the stipulated date and time will be disregarded.
- Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.

**NB: No Physical submission will be accepted for this bid. Bidders must ensure that they follow the instructions for the electronic submission.**

#### 6. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

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

- 6.2 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.
- 6.3 All Bidders are deemed to accept the rules contained in this RFP Part C.
- 6.4 The rules contained in this RFP Part C apply to:
  - 6.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
  - 6.4.2 the Tendering Process; and
  - 6.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

## **7. STATUS OF REQUEST FOR PROPOSAL**

- 7.1 This RFP is an invitation for person(s) 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.

## **8. ACCURACY OF REQUEST FOR PROPOSAL**

- 8.1 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.
- 8.2 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).
- 8.3 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.

## **9. ADDITIONS AND AMENDMENTS TO THE RFP**

- 9.1 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.
- 9.2 If the DBSA exercises its right to change information in terms of clause 9.1, it may seek amended Tenders from all Bidders.

## **10. 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.

## **11. CONFIDENTIALITY**

- 11.1 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.

## **12. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION**

- 12.1 All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.
- 12.2 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 Officer in writing, and most preferably by e-mail to [tumim@dbsa.org](mailto:tumim@dbsa.org)
- 12.3 Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).
- 12.4 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.
- 12.5 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.

- 12.6 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).
- 12.7 A Bidder may, by notifying the Tender Officer 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.

### **13. UNAUTHORISED COMMUNICATIONS**

- 13.1 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 Officer. Nothing in this clause 13 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.
- 13.2 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.

### **14. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION**

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

### **15. ANTI-COMPETITIVE CONDUCT**

- 15.1 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:
- 15.1.1 the preparation or lodgement of their Bid
  - 15.1.2 the evaluation and clarification of their Bid; and
  - 15.1.3 the conduct of negotiations with the DBSA.
- 15.2 For the purposes of this clause 15, 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.
- 15.3 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.

## **16. COMPLAINTS ABOUT THE TENDERING PROCESS**

- 16.1 Any complaint about the RFP or the Tendering Process must be submitted to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, ([tumim@dbsa.org](mailto:tumim@dbsa.org))
- 16.2 The written complaint must set out:
- 16.2.1 the basis for the complaint, specifying the issues involved;
  - 16.2.2 how the subject of the complaint affects the organisation or person making the complaint;
  - 16.2.3 any relevant background information; and
  - 16.2.4 the outcome desired by the person or organisation making the complaint.
- 16.3 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.

## **17. CONFLICT OF INTEREST**

- 17.1 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.
- 17.2 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.
- 17.3 The DBSA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the DBSA of the conflict as required.

## **18. LATE BIDS**

- 18.1 Bids must be delivered by the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.
- 18.2 Bids delivered 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.

- 18.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 18.2, 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.

## **19. BIDDER'S RESPONSIBILITIES**

- 19.1 Bidders are responsible for:

- 19.1.1 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;
- 19.1.2 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;
- 19.1.3 ensuring that their Bids are accurate and complete;
- 19.1.4 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;
- 19.1.5 ensuring that they comply with all applicable laws in regards 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
- 19.1.6 submitting all Compulsory Documents.

- 19.2 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.

- 19.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit 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.
- 19.4 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.
- 19.5 Failure to provide the required information may result in disqualification of the Bidder.

## **20. PREPARATION OF BIDS**

- 20.1 Bidders must ensure that:
- 20.1.1 their Bid is submitted in the required format as stipulated in this RFP; and
  - 20.1.2 all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.
- 20.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.
- 20.3 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.
- 20.4 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.
- 20.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

## **21. ILLEGIBLE CONTENT, ALTERATION AND ERASURES**

- 21.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 21.2 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.
- 21.3 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.

## **22. 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.

## **23. RESPONSIBILITY FOR BIDDING COSTS**

23.1 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.

23.2 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:

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

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

## **24. DISCLOSURE OF BID CONTENTS AND BID INFORMATION**

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

24.1.1 as required by law;

24.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;

24.1.3 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.

## **25. RISK ANALYSIS AND OBJECTIVE CRITERIA**

The DBSA reserves the right to award the tender to the tenderer who scores the highest number of points overall in line with Section (2) (1) (f) of the PPPFA, unless there are objective criteria which will justify the award of the tender to another tenderer. The objective criteria that the DBSA may apply in this bid process includes:

- i) Any bidder that has a cumulative order book totalling 3 Awards with outstanding value, may be excluded from further evaluation and/or recommendation for award.
- ii) Where a bidder has 3 active Awards with an outstanding value and the outstanding value is 10% or less, indicating the project is nearing completion, the bidder may be included for further evaluation and/or recommendation for award.
- iii) Where a bidder has 3 active Awards with an outstanding value and at least one of the projects has stalled for a period of 6 months or more, or the client has placed the project on hold indefinitely, the bidder may be included for further evaluation and/or recommendation for award.
- iv) The DBSA has the discretion to apply an objective criterion.
- v) The DBSA reserves the right to disqualify a tenderer with unrealistic price offers.
- vi) The DBSA reserves the right to negotiate to ensure the value for money principle is not compromised.
- vii) The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
- viii) In the event of a partial award, the DBSA reserves the right for items excluded from the award, to be retendered in a new tender process.
- ix) Tenderer is required to price the whole Pricing document for the project and non-adherence is noncompliance, resulting in disqualification.
- x) The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
- xi) The DBSA reserves the right to negotiate to ensure the value for money principle is not compromised.

## **26. DUE DILIGENCE**

DBSA shall perform a due diligence exercise on the preferred bidder to determine its risk profile. The due diligence exercise may take the following factors into account inter alia.

### **a. Judgements and criminal convictions**

DBSA may consider previous civil judgements against the preferred bidder as part of its risk assessment. DBSA may also consider whether the preferred bidder or any of its directors have been convicted of a serious offence.

### **b. Pending litigation/liquidation/business rescue (distinct from Working Capital)**

DBSA may consider any pending litigation in a court of law or administrative tribunal as part of its risk assessment.

### **c. Performance**

DBSA will not consider the Service provider having a history of poor

performance on any task orders/purchase orders or contracts, including poor performance in respect of compliance with policies or procedures regarding safety, health, quality control or environment, or having committed a serious and gross breach of contract.

**d. Reputational harm**

If DBSA is likely to suffer substantial reputational harm because of doing business with the preferred service provider, it may take this into account as part of its risk assessment.

**e. Restricted/Blacklisted**

Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement.

**f. Vetting**

The DBSA reserves the right to conduct vetting on the tenderer or any of its directors.

**g. PEP Checks for both Companies and Individual directors, as well as Procure Check and or any other systems that the DBSA may choose to utilize (which may be conducted by an authorized third party) that would be done to assess all risks, including but not limited to**

1. Financial stability of the bidder based on key ratio analysis ;
2. Efficiency ;
3. Profitability ;
4. Financial Risk;
5. Liquidity ;
6. Acid Test ;
7. Solvency; and
8. Commercial relationship with a politically exposed and brand risk

Generally, suppliers have their own business standards and regulations. Although DBSA cannot control the actions of our suppliers, we will not tolerate any Illegal activities. These include, but are not limited to:

- Misrepresentation of any kind (e.g., origin of manufacture, specifications, intellectual property rights, etc.);
- Collusion.
- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
- Corrupt activities listed above, and Harassment, intimidation, or other aggressive actions towards DBSA's employees.

## 27. USE OF BIDS

27.1 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.

27.2 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.

## 28. BID ACCEPTANCE

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

## 29. EVALUATION PROCESS

29.1 The Bids will be evaluated and adjudicated as follows:

### 29.1.1 First Stage – Test for administrative Responsiveness

The test for administrative responsiveness will include the following:

#### **Stage 1: Responsiveness**

The Tenderer should be able to provide all the relevant information required in the Supplier Information Form (SIF) which will include but not limited to;

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

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Adherence in submitting Tender as two stage folders. <b>Folder 1</b> – Pre-qualifier and Functionality proposal <b>Folder 2</b> – Pricing proposal	<b>Pre-Qualifier</b>	Y
2	Attendance registers for Compulsory Briefing session	<b>Pre-Qualifier</b>	Y

- B.** Tenderers who do not adhere to the response time indicated for clarification inquiries by the Employer will be deemed non-responsive and not be evaluated further.

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
3	Standard conditions of tender as required.	48 hours	Y
4	Returnable documents completed and signed.	48 hours	Y
5	Submission of proof of registration with National Treasury Central Supplier Database (CSD) (provide summary report). Bidder/s must be registered and compliant with CSD in order to do business with the DBSA.	48 hours	Y
	A valid and active Tax Compliance Status Pin issued by SARS.	48 hours	Y

Only those Bidders which satisfy all of the Pre-Qualifying Criteria will be eligible to participate in the Tendering Process further. Bids which do not satisfy all of the Pre-Qualifying Criteria will not be evaluated further.

**29.1.2 Second Stage – Functionality criteria**

29.1.1 Only those Bidders which score [70] points or higher (out of a possible 100) during the functional evaluation stage of the Bid. Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

Bidders will be assessed on the Functionality criteria set out in this RFP. Only those Bidders which comply with the functionality criteria will proceed to the next stage.

**29.1.2 Third Stage – price and preferential points**

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

29.1.2.2 The successful Bidder will be the Bidder that scores the highest number of points in the third stage of the Bid evaluation, unless the DBSA



exercises its right to cancel the RFP, in line with the PPPFA Regulations.

**29.2 NB: Bidders are required to submit, as Annexure J to their Bids, any documentation which supports the responses provided in respect of the Eligibility Criteria below.**

**29.3 Qualification: Pre-Qualifying Criteria**

Only those Bidders which satisfy all of the Pre-Qualifying Criteria will be eligible to participate in the Tendering Process further. Bids which do not satisfy all of the Pre-Qualifying Criteria will not be evaluated further. Please refer to the table above

**Note: A tender that fails to meet any Pre-Qualifying Criteria stipulated herein in the tender documents is an unacceptable tender. Please refer to the table above**

**29.4 Second Stage: Functionality Criteria**

The Functionality Criteria that will be used to test the capability of Bidders are as follows: The technical proposal will be evaluated according to the criteria and scoring system **indicated under terms of reference section 8 on page 48 – 50 of this document**. The technical score will be calculated out of 100 points, and only those bids that achieve a threshold of 70 points for the technical proposal will move to the next level of evaluation where a score for oral presentation.

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

29.5.1 the second stage of evaluation of the Bids will be in respect of price and preferential procurement only. Points will be allocated to Bidders at this stage of the evaluation in accordance with the PPPFA and the PPPFA Regulations, as follows:

Price points 80

Preferential procurement points 20

**29.5.2 Price points**

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

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

Where:

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

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

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

### 29.5.3 Preferential procurement points

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

An unincorporated trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Bid.

### 29.5.4 Total

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

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

### **30. STATUS OF BID**

30.1 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.

30.2 A Bid must not be conditional on:

30.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;

30.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;

30.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;

30.2.4 the Bidder obtaining the consent or approval of any third party; or

30.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

30.3 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).

30.4 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.

### **31. CLARIFICATION OF BIDS**

31.1 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.

31.2 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.

## **32. DISCUSSION WITH BIDDERS**

- 32.1 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.
- 32.2 As part of the evaluation of this Bid, DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.
- 32.3 The DBSA is under no obligation to undertake discussions with, and Bidders.
- 32.4 In addition to presentations and discussions, the DBSA may request some or all Bidders to:
- 32.4.1 conduct a site visit, if applicable;
  - 32.4.2 provide references or additional information; and/or
  - 32.4.3 make themselves available for panel interviews.

## **33. SUCCESSFUL BIDS**

- 33.1 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.
- 33.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 33.3 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.

## **34. NO OBLIGATION TO ENTER INTO CONTRACT**

- 34.1 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.
- 34.2 The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

## **35. BIDDER WARRANTIES**

35.1 By submitting a Bid, a Bidder warrants that:

- 35.1.1 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;
- 35.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
- 35.1.3 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;
- 35.1.4 it accepts and will comply with the terms set out in this RFP; and
- 35.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

### **36. DBSA'S RIGHTS**

36.1 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:

- 36.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
- 36.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
- 36.1.3 vary or extend any time or date specified in this RFP
- 36.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
- 36.1.5 require additional information or clarification from any Bidder or any other person;
- 36.1.6 provide additional information or clarification;
- 36.1.7 negotiate with any one or more Bidder;
- 36.1.8 call for new Bid;
- 36.1.9 reject any Bid received after the Closing Time; or
- 36.1.10 reject any Bid that does not comply with the requirements of this RFP.

### **37. GOVERNING LAWS**

37.1 This RFP and the Tendering Process are governed by the laws of the Republic of South Africa.

37.2 Each Bidder must comply with all relevant laws in preparing and lodging its Bid and in taking part in the Tendering Process.

37.3 All Bids must be completed using the English language and all costing must be in South African Rand.

**38. MANDATORY QUESTIONS**

38.1 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 and the Bid may be disqualified.**

38.1.1

This Bid is subject to the General Conditions of Contract stipulated in this RFP document.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.2

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.3

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.4

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.5

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.6

In the case of Consortium, Joint Venture or subcontractors, all Bidders are required to provide mandatory documents as stipulated in Part C: Checklist of Compulsory Returnable Schedules and Documents of the Tender Document.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.7

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.8

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.9

By submitting a proposal in response to this RFP, the Bidders accept the evaluation criteria as it stands.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.10

Where applicable, the DBSA reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.11

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.12

Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.13

<p>The Bidder should not qualify the proposal with own conditions.</p> <p><b>Caution:</b> 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.</p>	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.14

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	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>



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.		
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38.1.15

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.16

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.17

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.18

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.19

<b>Bidders who make use of subcontractors:</b>	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>
1. It is the responsibility of the Bidder to select competent subcontractors that meet all the tender requirements stipulated in this tender document.		
2. The Bidder shall be responsible for all due diligence of the selected subcontractors and will be held liable for any non-performance of the subcontractor.		
3. Bidders are required to provide documentation (such as BBBEE Certificate/Sworn Affidavit, Valid or Active Tax Compliance Status Pin Issued by SARS, CSD Summary Report, Valid or Active CIDB Certificate etc.) for the relevant subcontractor as a minimum in support of the subcontracting arrangement.		
4. Subcontracting must not contradict any Regulation or Legislation.		
5. 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.		

38.1.20

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

38.1.21

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.22

<p>Evaluation of Bids shall be performed by an evaluation panel established by the DBSA.</p> <p>Bids shall be evaluated on the basis of conformance to the required specifications (functionality) as outlined in the RFP. For Bids considered for price and preference evaluation, 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 B-BBEE status level of contributor (according to the PPPFA Regulations) is 20.</p>	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.23

If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.24

The Bidders' response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>
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38.1.25

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.26

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.27

Should the Bidder change any wording or phrase in this document, the Bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

38.1.28

Tax Compliance Status either on CSD National Treasury Database or SARS eFiling System as a Condition for Appointment/Award of the Bid.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>
This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be tax compliant prior to appointment/award of the bid as no bid will be awarded to persons who are not tax compliant.		

38.1.29

<p>Company registration with CSD National Treasury Database as a Condition for Appointment/Award of the Bid.</p>	<p><b>Comply/Accept</b></p>	<p><b>Do not comply/Do not accept</b></p>
<p>This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be registered on the CSD National Treasury site prior to appointment/award of the bid.</p>		

38.1.30

<p><b>The following will be grounds for disqualification:</b></p>	<p><b>Comply/Accept</b></p>	<p><b>Do not comply/Do not accept</b></p>
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<ul style="list-style-type: none"> <li>• Unsatisfactory performance under a previous public contract in the past 5 years, provided that notice of such unsatisfactory performance has been given to the bidder; and/or</li> <li>• The bidder or any of its directors have committed a corrupt or fraudulent act in competing for the appointment; and/or</li> <li>• The bidder or any of its directors have been convicted of fraud or corruption in the last 5 years; and/or</li> <li>• The bidder or any of its directors have been listed in the Register for Tender Defaulters under section 9 of the Prevention and Combating of Corrupt Activities Act; and/or</li> <li>• Bids received after the stipulated closure time will be immediately disqualified; and/or</li> <li>• Bidders whom have recently completed or currently performing, or to commence work on specific categories of services may be excluded to enable the Bank manage its concentration risk. This threshold is currently set at R10 million for consultancy services.</li> </ul>		
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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.....

## **TERMS OF REFERENCE (TOR)**

### **SOURCING OF CONSULTANT OR PROFESSIONAL SERVICE PROVIDER TO FACILITATE AND MANAGE THE COVERAGE DIVISIONS' STRATEGIC PLANNING SESSIONS AND PROGRAMMES FOR THE DEVELOPMENT BANK OF SOUTHERN AFRICA (DBSA)**



## 1. CONTEXT

The Development Bank of Southern Africa (DBSA) (“The Bank”) is one of several Development Finance Institutions (DFIs) established by the South African government to catalyse development impact and growth through investment in both economic and social infrastructure and through supporting regional integration. The DBSA operates under Schedule 2 of the Public Finance Management Act (PFMA) and is mandated by the DBSA Act No 13 of 1997. The role of the Bank in driving development through de-risking projects, market making during counter-cyclical times and driving a programmatic approach to development is crucial in South Africa and the African continent. Its strategic objectives include driving sustainable growth with development impact, providing integrated infrastructure solutions and ensuring financial sustainability.

The DBSA has two strategic pillars which affirm a delicate balancing act to investing: These are:

- **Financial Sustainability:**

We continue to drive financial sustainability through focusing on revenue growth through the right products for the right markets. Limiting costs and driving efficiency thereby enabling a more digital DBSA and using technology to streamline processes. Lowering our cost of capital through potential regulatory reforms that aims to underpin the already strong capital adequacy ratios held by the Bank. And ensuring we manage our risks yet take the necessary decisions that drive disbursements for exponential development impact.

- **Elevated Development Impact:**

The world we live in is increasingly complex, interdependent and globally connected, with the multiplicity of crises that are interconnected and are evident in the South African context.

Bending the Arc of History is a declaration of DBSA’s ethos, who we are, what we are about, and what defines our purpose:

DBSA contributes to a just transition toward a renewed economy and society that embodies resilience, regeneration, and transcendence. As development practitioners, the DBSA holds this to be the transformative change needed to

realise a prosperous, integrated and resource efficient continent. This stance progressively advances the common goals for sustainable and equitable wellbeing. The DBSA will work in partnership to co-produce impactful development solutions and the sustained structural conditions of an enabling environment for participation, a sense of purpose, empowerment, and deep connections. DBSA will bend the arc of history through our continued multi-faceted investments in sustainable infrastructure and human capacity development. Maintaining the drive to achieve socio-economic transformation and impact at scale in our sectors. We seek to be development activists at heart.

## **2. PURPOSE**

As an entity listed under Schedule 2 of the PFMA, the DBSA is legislatively required to develop an Annual Performance Plan (APP), herein referred to as the Corporate Plan. The Corporate Plan identifies strategically important outcomes-oriented goals and objectives against which the DBSA's medium-term results can be measured and evaluated by the National Treasury, Parliament, and the Public.

On an annual basis the DBSA holds a two-day management strategy session with members of the Executive Committee and Management Staff for the purpose of reflecting on past corporate performance and realigning the short-term and long-term organisational goals with the overarching DBSA mandate and the DBSA development position. The outcome of the session is a set of cohesive strategic initiatives that are developed based on the needs the organisation has mapped out over the two-day session.

For Coverage, ensuring proper cascading of the corporate initiatives and implementation is critical to support the strategy of The Bank. As one of the key Frontline divisions, Coverage sees its role as a one of the catalysts of the strategy and needs to develop levers and enablers that drive outcomes.

## **3. SCOPE OF WORK**

As such five key areas of support is required.

### **a) Coverage Strategy Alignment and Cascading:**

(1.1) Review DBSA Strategy and provide a summarized presentation on the DBSA strategy and Coverage's Strategic Initiatives. (1.2) Critically analyse the strategic initiatives emanating from Exco and recent Leadership and Board Strategy sessions with a view to defining the problem statement and how the strategic initiatives will facilitate the solution (1.2) Define the success / goal to be achieved (1.3) Prioritise the initiatives based on impact and ability to implement. (1.4) Submit to Corporate Strategy all presentations / information templates required for strategic initiatives. (1.5) Deliver the implementation plan with timelines and outcomes to be achieved.

**b) Host a Frontline strategy execution workshop**

(2.1) 1. Host a Frontline strategy execution workshop that includes Coverage, Transacting and PPD to review successes/failures from FY23/24 and deliver a presentation (in conjunction with the GE) detailing the areas of focus for FY24/25. (2.2) During the workshop, host Unit break-aways sessions that develop KPI's for specifically for the Strategic Initiatives to measure progress towards the final desired outcome (input KPIs) and the final outcome (Output KPIs) (2.3) Develop a monitoring and reporting process (including templates and a review mechanism for monitoring). (2.4) Develop one-pager summary (Indicator Profile) of all Coverage strategic initiatives.

**c) Sector/Region Presentation Meetings / "Go to market" Strategies**

(3.1) Organize a sector / region workshop for each of the Coverage Units to be presented Bank-wide. Work with the Coverage Units to host their "Go to market" strategy, including key clients, partners, competitive threats, identifying our sources of competitive advantage. Priority transactions to be converted for year, etc.

**d) Quarterly reviews of Strategic initiative and Frontline KPI progress and reports**

(4.1) Provide quarterly reports of all strategic initiatives and Frontline KPI Progress.

The above keeps in mind the PARS concept of work:

- **Prioritise** – Focus on the few initiatives which will deliver maximum benefit

- **Align** – ensure alignment around the initiative (and trade-offs of what not to do) with organisation
- **Resource** – Allocate people and money to implement the initiatives
- **Specify** – Specify the end state. Have a detailed action plans and KPIs to measure success

During the period under contract the successful PSP will provide strategic expertise and guidance in driving the Coverage Strategy and in particular, the strategic initiatives. The PSP is to ensure any roadblocks and issues are highlighted to facilitate processes that lead to unblocking issues and successful conclusion of the strategy and strategic initiatives. Additionally, the PSP is required to attend Coverage and potentially other DBSA internal meetings when invited during the period under review.

#### 4. KEY OUTCOMES

The successful Professional Service Provider (PSP) is expected to undertake the following activities:

- i. **Host, develop and facilitate the two-day Coverage Strategy session**
  - o an **agenda for the two-day session** (which is based on the DBSA strategic focus areas for the session)
  - o A list of **potential guest speakers** (*to be agreed to with the DBSA*) who are subject matter experts in DBSA sectors of investment, infrastructure growth and innovation as and/or operational efficiencies (with biographic information).
  - o **Source and pay (where relevant) guest speakers** relevant to the strategic themes and communicate the cost of these speakers upfront.
  - o To encourage active engagement and discussion in accordance with the agenda/programme and to achieve the objectives of the strategy session.
  - o Create a cohesive environment and build rapport amongst the audience
  - o Carry out a **report-back presentation** which culminates in a summary of the outcomes and deliverable to be achieved for the FY2024/25

- Present and deliver an implementation plan with timelines and outcomes to be achieved
- ii. Host a Coverage Units “Go-to-market” Strategy workshop**
- With the Unit Heads **deliver a sector / region workshop** for each of the Coverage Units to be presented Bank-wide.
  - Develop the template for all Go-to-market strategy presentations.
  - In conjunction with Unit Heads, **lead the development of the presentation** for GE to review.
  - Work with the Coverage Analyst Team and Unit Heads to research key clients, partners, competitive threats, identifying our sources of competitive advantage.
- iii. Strategic Initiatives**
- Host a workshop for each of the Frontline Strategic Initiatives (Kick-off Workshop)
  - **Host Frontline Strategic Initiatives report-back meetings every 6-weeks**
  - Develop strategic initiatives indicator profiles and KPI’s that can be tracked, measured and reported.
  - Update GE on all Strategic Initiatives and provide presentation for reporting (Exco, etc)
  - Develop monthly and quarterly presentations to showcase the Coverage strategic initiatives and milestones reached
- iv. The successful bidder must be familiar with all prior DBSA planning documents and Annual Reports. (*DBSA will make these available to the successful bidder*).
- v. **Engage organizational representatives** to gather strategic input prior to strategy sessions, such as (but not limited to) the Group Executive(s) and Unit Heads.
- vi. **Provide guidance to the Coverage Team** on innovative methodologies to activate the strategic programmes and other resolutions of the strategic sessions.

- vii. **Produce a detailed Coverage Strategic Planning Report** with all strategy sessions discussions and outcomes.
- viii. **Attend Coverage Headcom Sessions** and other meetings when invited to either report on strategic initiatives or attend for informational purposes.

## **5. REQUIRED EXPERTISE**

The requisite skills and experience expected from the supplier include the following:

### **a) Company experience**

- The bidder should have experience in corporate strategy development and facilitation including experience in engaging and soliciting input from senior stakeholders and working collaboratively across teams
- The successful bidder can demonstrate their expertise in strategy implementation and/or project management.
- The bidder possesses an understanding of the role of development finance institutions, particularly the importance of infrastructure finance, including emerging trends, pain points and opportunities relevant to the operations of the DBSA. The successful incumbent is required to be knowledgeable about issues that can potentially hamper infrastructure sectors in South Africa and Africa, e.g. Municipal, Energy, ICT, Transport, Water/sanitation and Social Infrastructure sectors.
- The successful bidder will have to provide demonstrable evidence and experience in this regard.

### **b) References and example/s of strategy facilitation report compiled**

- Bidder to provide at least three (3) reference / testament letters in strategy facilitation and/or DFI experience/Africa strategy development leading organizations both locally and internationally/personal endorsement recognising the incumbents' capabilities – references should be on a formal letterhead of the referee and signed by the authorised client representative.
- Examples of strategy planning report compiled.

## **6. TIME FRAMES AND DURATION**

- Upon successful appointment, the Service Provider will be expected to engage with the project sponsor, in preparation for the strategy sessions, as recommended by the DBSA Project Team and to set specific milestones/outcomes required for the DBSA FY. The services should be initiated from the 15 June 2024 (subject to change).
- The Coverage Strategy Session is indicatively scheduled for *18-19 July 2024*. Dates subject to change.
- It is anticipated that the tasks associated with this process will require the Service Provider to be available for the full duration of the strategy sessions as well as for duration of the contract for a period of three-years which is renewable annually.
- Continuation of the contract is subject to evaluation of the Service Provider performance and milestones achieved.

## **7. MANAGEMENT AND REPORTING**

The successful Professional Service Provider (PSP) shall report to the Project Manager on the ongoing process and work in close collaboration with any internal clients deemed vital for the successful completion of the assignment. It is further envisaged that the payment schedule will be aligned to the milestones achievement per month and will be paid in accordance with the DBSA's framework order payment process. While the first milestone will be the successful delivery of the Coverage Strategy Session, further milestones will be agreed between the parties by the end of April 2024, however the payment schedule does provide a reasonable guide on the milestones expected.

## **8. TECHNICAL EVALUATION OF PROPOSAL**

The Bid Evaluation Committee coordinated by the DBSA, will evaluate submissions based on the following criteria:

Description	Evidence	Scoring guidelines	Weighting
<p><b>Planning/Methodology</b></p> <p>Bidder to provide a strategy session plan that includes:</p> <ul style="list-style-type: none"> <li>• An understanding of the business of the DBSA</li> <li>• Identifying opportunities for growth</li> <li>• Identifies potential inhibitors to effective strategy implementation.</li> <li>• An agenda for the two -day session</li> <li>• A list of potential guest speakers who are subject matter experts in DBSA sectors of investment, infrastructure growth and innovation as and/or operational efficiencies (with biographic information)</li> <li>• A facilitation guide: This guide should be created in conjunction with the agenda, corporate plan and expected outcomes for the sessions</li> <li>• Includes the process to achieve the objective of creating rapport and collaboration.</li> <li>• A strategy implementation plan and facilitation and management of the implementation plan for the</li> </ul>	<p>The Strategy Session Plan to be provided in the below format but not limited to:</p> <ul style="list-style-type: none"> <li>• Development plan/approaches (kickoff meeting etc)</li> <li>• Implementation plan (i.e KPI contracting, etc)</li> <li>• Project timelines/ (weekly) plans</li> <li>• Deliverables</li> </ul>	<ul style="list-style-type: none"> <li>- Development plan/approach = <b>10 points</b></li> <li>- Implementation plan (i.e KPI contracting etc) = <b>10 points</b></li> <li>- Project timelines/(weekly) plans = <b>5 points</b></li> <li>- Deliverables = <b>5 points</b></li> <li>- No plans provided or an any of the above omitted = <b>0 points</b></li> </ul>	<p>30</p>



Description	Evidence	Scoring guidelines	Weighting
<p>duration of the contracted period.</p> <ul style="list-style-type: none"> <li>Regular engagements and meetings to ensure implementation remains on track.</li> </ul>			
<p><b>References</b></p> <p>Bidder to provide at least three (3) references in strategy facilitation and/or DFI experience/Africa strategy development leading organizations both locally and/or internationally. These references should preferably be from at least one state owned entity/ DFI/ municipality, and all must pertain to the sectors that the Bank operates in.</p>	<p>a) Reference letters signed by the client detailing competency in strategy facilitation and/or DFI experience/Africa strategy development leading organizations both locally and/or internationally.</p>	<p>Excellent: three or more relevant references provided and a strategy facilitation plan = <b>20 points</b></p> <p>Good: two relevant references provided and a strategy facilitation plan = <b>14 points</b></p> <p>Fair: one relevant reference provided and a strategy facilitation plan = <b>10 points</b></p> <p>Insufficient: no years with relevant references provided = <b>0 points</b></p>	<p><b>20</b></p>

<p><b>Company Experience</b></p> <p>Company experience (10 years or more) and track record for facilitation of strategic planning workshops/business strategy planning processes</p>	<p>a) The service provider must demonstrate their experience as a Strategy Facilitator; conducted in State Owned Entities</p>	<p>Excellent: 10 years' experience or more = <b>30 points</b></p> <p>Good: 7-10 years' experience = <b>20 points</b></p>	<p>30</p>
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	<p>(SOE's)/DFI/National, Provincial or Local Government.</p> <p>b) Please provide a case study (completed or current) on the strategy facilitation and planning work experience. All completed case studies to showcase the deliverables achieved.</p>	<p>Fair: between 5 to 6 years' experience = <b>10 points</b></p> <p>Less than 5 year' experience = <b>0 points</b></p>	
<b>Qualifications of key personnel – Lead Facilitator (Honours Degree or above)</b>	Curriculum Vitae of Lead Facilitators and all supporting documents/ copies of qualifications	<p>Honours Degree or above = <b>20 points</b></p> <p>Bachelor's Degree = <b>15 points</b></p> <p>National Diploma = <b>5 points</b></p>	20
<b>Total</b>			<b>100</b>
<b>Threshold</b>			<b>70</b>

## 9. Annexure A\_PRICING SCHEDULE

Stage	Key Deliverable	Expected Outcome(s)	Total Rate
1.	Strategy Review & Planning	(1.1)Review DBSA Strategy and provide a summarized presentation on the DBSA strategy and Coverage's Strategic Initiatives. (1.1) Critically analyse the strategic initiatives emanating from Exco and recent Leadership and Board Strategy session with a view to defining the problem statement and how the strategic initiatives will facilitate the solution (1.2) Define the success / goal to be achieved (1.3) Prioritise the initiatives based on impact and ability to implement. (1.4) Submit to Corporate Strategy all presentations / information templates required for strategic initiatives and Divisional KPI reporting requirements. Produce a presentation providing the Coverage Strategy emanating from the Corporate Strategy and its Strategic Initiatives.	
2.	Host Coverage Strategy Session	Host a Frontline strategy execution workshop that includes Coverage, Transacting and PPD to review successes from FY23/24 and areas of focus for FY24/25 and ensure a strategy session report is provided.	
2.	Unit Go-to-Market Workshops	Host a Coverage Units "Go-to-market" Strategy workshops and presentation	
3.	Strategic Initiatives Workshops	Host a workshop for each of the Frontline Strategic Initiatives (Kick-off Workshop)   Host quarterly Frontline Strategic Initiatives report back meetings   Develop strategic initiatives indicator profiles and KPI's that can be tracked, measured and reported.	
4	Monitoring and Reporting – on all KPI's and Strategic Initiatives	Monitoring and reporting is an important aspect of this contract. The outcome to produce a detailed Coverage Strategic Planning Report for the FY24/25  Develop a	

		monitoring and reporting process (including developing templates, presentations and a review mechanism) for Coverage KPI achievements   Manage the implementation of strategic initiatives and report-backs; attendance and/or report back at various departmental meetings. Produce presentations that speak to Coverage's Strategic Initiatives and achievements and provide for dissemination where required.	
			Total
			15% VAT
			Inclusive of VAT

**ANNEXURE B**

**SBD 4**

**DECLARATION OF INTEREST**

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

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

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

2.1 Full Name of bidder or his or her representative:  
.....

2.2 Identity Number:  
.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):  
.....

2.4 Company Registration Number:  
.....

2.5 Tax Reference Number:  
.....

2.6 VAT Registration Number:  
.....

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

<sup>1</sup> "State" means –

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

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

2.7 Are you or any person connected with the bidder **YES / NO**  
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:  
.....

Name of state institution at which you or the person  
.....

connected to the bidder is employed :  
.....

Position occupied in the state institution:  
.....

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

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

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

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

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

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, **YES/NO**  
 aware of any relationship (family, friend, other) between  
 any other bidder and any person employed by the state  
 who may be involved with the evaluation and or adjudication  
 of this bid?

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**  
 of the company have any interest in any other related companies  
 whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

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

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




**4. DECLARATION**

I, THE UNDERSIGNED(NAME).....  
 CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS  
 CORRECT.

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

.....  
 Signature Date

.....  
 Position Name of bidder

**Annexure C**

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

---

**1. GENERAL CONDITIONS**

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

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>

<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	100

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;

- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16

4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

**Designated Group: An EME or QSE which is at last 51% owned by:**      **EME**                      **QSE**

√                                      √

Black people

Black people who are youth

Black people who are women

Black people with disabilities

Black people living in rural or underdeveloped areas or townships

Cooperative owned by black people

Black people who are military veterans

**OR**

Any EME

Any QSE

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name \_\_\_\_\_ of  
company/firm:.....

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety

- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a

result of that person's conduct;

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

WITNESSES
1. ....
2. ....

..... SIGNATURE(S) OF BIDDER(S)
DATE:.....
ADDRESS.....
..... .....



**Annexure D**

SBD 8

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – N/A**

**Annexure E**

**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION – N/A**

## **Annexure F**

**Bidders are required to include, as Annexure F to their Bids, certified copies of all relevant CIPC registration documents listing all members with percentages, in the case of a close corporation**

## **Annexure G**

**Bidders are required, as annexure G to their Bids, to submit certified copies of the latest share certificates of all relevant companies.**

## **Annexure H**

**Bidders which submit Bids as an unincorporated joint venture, consortium or other association of persons are required to submit, as Annexure H, a breakdown of how the percentage (%) fees and work will be split between the various people or entities which constitute the Bidder.**

## **Annexure I**

**Bidders are required to include, as Annexure I to their Bids, supporting documents to their responses to the Pre- Qualifying Criteria and Evaluation Criteria.**

**Where the supporting document is the profile of a member of the Bidder's proposed team, this should be indicated.**

**Annexure J**

**[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:

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

## Annexure K

### Tax Compliant Status and CSD Registration Requirements

**ALL PROSPECTIVE BIDDERS MUST HAVE A TAX COMPLIANT STATUS EITHER ON THE CENTRAL SUPPLIER DATABASE (CSD) OF THE NATIONAL TREASURY OR SARS E FILING PRIOR TO APPOINTMENT/AWARD OF THE BID.**

**REGISTRATION ON THE CSD SITE OF THE NATIONAL TREASURY IS A COMPULSORY REQUIREMENT FOR A BIDDER TO BE APPOINTED, TO CONDUCT BUSINESS WITH THE DBSA. THE ONUS IS ON THE SUCCESSFUL BIDDER TO REGISTER ON THE CSD SITE AND PROVIDE PROOF OF SUCH REGISTRATION PRIOR TO APPOINTMENT/AWARD OF THE BID.**

**CSD Registration Number:**



The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption. Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33  
Email : [dbsa@whistleblowing.co.za](mailto:dbsa@whistleblowing.co.za)  
Free Post : Free Post KZN 665 | Musgrave | 4062  
SMS : 33490