

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED	
BID NUMBER:	RFP319/2021
COMPULSORY BRIEFING SESSION - VIRTUAL	19 JANUARY 2022 THE TEAMS LINK WILL BE LOADED ON THE DBSA WEBSITE
CLOSING DATE:	8 FEBRUARY 2022
CLOSING TIME:	23H55 via ONE DRIVE LINK
VALIDITY PERIOD:	120 DAYS
DESCRIPTION OF BID:	APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE DBSA WITH THE DESIGN AND IMPLEMENTATION OF A DIGITAL LANDING PLATFORM
BID SUBMISSIONS ELECTRONICALLY:	<ol style="list-style-type: none"> 1. Bidders are advised to kindly issue Tender Submission Link requests and all other enquiries to davidSCM@dbsa.org – ONLY 2. No – Tender Submission Link requests will be accepted after 16h00 on the 4 FEBRUARY 2022. Any requests after the stipulated date and time will be disregarded. 3. Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically. 4. Bidders who have received submission Links that have errors, will be provided with new Links for use.
NOTICE TO ALL BIDDERS	Please note that the Freeze period for tenders commences from 16 December 2021 to 07 January 2022. As a result of this, all enquiries will be addressed from 10 January 2022 onwards.
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	



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
 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: RFP319/2021

CLOSING DATE: 8 FEBRUARY 2022

CLOSING TIME: 23H55

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE DBSA WITH THE DESIGN AND IMPLEMENTATION OF A DIGITAL LANDING PLATFORM

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

Bidders should ensure that Bids are submitted timeously and to the correct One Drive link provided by the SCM Official. If the Bid is late, it will not be considered for evaluation.

The One Drive link provided will be valid till 23H55 on the closing date.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT, WHICH ARE SET OUT IN PART C OF THIS DOCUMENT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED).

BIDDERS THAT ARE UNINCORPORATED CONSORTIA CONSISTING OF MORE THAN ONE LEGAL ENTITY MUST SELECT A LEAD ENTITY AND FURNISH THE DETAILS OF THE LEAD ENTITY, UNLESS OTHERWISE SPECIFIED.

NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:	
POSTAL ADDRESS:	
STREET ADDRESS:	
CONTACT PERSON (FULL NAME):	
EMAIL ADDRESS:	

TELEPHONE NUMBER:				
FAX NUMBER:				
BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED? [TICK APPLICABLE BOX]	YES		NO	
IF YES, WHO ISSUED THE CERTIFICATE?				
REGISTERED WITH THE NATIONAL TREASURY CSD [TICK APPLICABLE BOX]	YES		NO	
CSD REGISTRATION NUMBER				
TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS				

PART B

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

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE SUBMITTED VIA ONE DRIVE LINK. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</p> <p>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.</p> <p>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.</p> <p>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.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> 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.

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

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

YES NO

<input type="checkbox"/>	<input type="checkbox"/>	<p>Bid document (clearly marked as FOLDER 1 AND FOLDER 2); separated into FOLDER 1 - Pre-Qualifying and functionality proposal documents, and FOLDER 2 – Financial proposal only</p>
<input type="checkbox"/>	<input type="checkbox"/>	Part A: Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	Part B: Terms and Conditions of Bidding
<input type="checkbox"/>	<input type="checkbox"/>	Part C: Checklist of Compulsory Returnable Schedules and Documents
<input type="checkbox"/>	<input type="checkbox"/>	Part D: Conditions of Tendering and Undertakings by Bidders
<input type="checkbox"/>	<input type="checkbox"/>	Part E: Specifications/Terms of Reference
<input type="checkbox"/>	<input type="checkbox"/>	Annexure A: Price Proposal Requirement – FOLDER 2
<input type="checkbox"/>	<input type="checkbox"/>	Annexure B: SBD4 Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	Annexure C: SBD6.1 and B-BBEE status level certificate
<input type="checkbox"/>	<input type="checkbox"/>	Annexure D: SBD8: Declaration of Bidder's Past Supply Chain Practices
<input type="checkbox"/>	<input type="checkbox"/>	Annexure E: SBD9: Certificate of Independent Bid Determination

- Annexure F:** Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation

- Annexure G:** Certified copies of latest share certificates, in case of a company.

- Annexure H: (if applicable):** A breakdown of how fees and work will be spread between members of the bidding consortium.

- Annexure I** Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.

- Annexure J:** General Condition of Contract

- Annexure K:** 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 27 (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 of this Part C.
- 1.19 Price and Preferential Points Assessment** means the process described in clause 27.2 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

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: davidSCM@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	15 DECEMBER 2021
RFP document available	15 DECEMBER 2021
Compulsory Briefing session - VIRTUAL	19 JANUARY 2022
Closing date for tender enquiries	4 FEBRUARY 2022 at 16h00
Closing date and time	8 FEBRUARY 2022 at 23h55
Intended completion of evaluation of tenders	TBA
Intended formal notification of successful Bidder(s)	TBA
Signing of Service Level Agreement	TBA
Effective date	TBA

5. SUBMISSION OF TENDERS - ELECTRONICALLY

- i. Bidders are advised to kindly issue Tender Submission Link requests and all other enquiries to davidSCM@dbsa.org - ONLY
- ii. No – Tender Submission Link requests will be accepted after 16h00 on the 4 FEBRUARY 2022. Any requests after the stipulated date and time will be disregarded.
- iii. Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.
- iv. Bidders who have received submission Links that have errors, will be provided with new Links for use.

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 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 davidSCM@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, (scmqueries@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 regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
 - 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. USE OF BIDS

25.1 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.

25.2 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.

26. BID ACCEPTANCE

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

27. EVALUATION PROCESS

27.1 The Bids will be evaluated and adjudicated as follows:

27.1.1 FIRST STAGE – RESPONSIVENESS

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

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)	Bidder to indicate Compliance (Y/N)
1.	Adherence in submitting Tender as two stage folders Folder 1 – Prequalifying & Functionality proposal Folder 2 - Price proposal	Pre-Qualifier	Y	
2.	Attendance register for Compulsory Briefing session	Pre-Qualifier	Y	
3.	In terms of the DBSA Transformation Imperative Targets, the DBSA will consider companies that are EME's and QSE's with a minimum B-BBEE status of Level 2 who will contribute to meaningful B-BBEE initiatives as part of the tender process.	Pre-Qualifier	Y	
4.	The successful Tenderer, if not itself an EME or QSE with a minimum B-BBEE status level 2, as per Section 4(1)(a) and (b) of the PPR 2017, must subcontract a minimum of 30% of the value of the contract to the following category referred to in Section 4(1)(c) of the PPR 2017: (i). an EME or QSE which is at least 51% owned by black people.	Pre-Qualifier	Y	

- b. Tenderers who do not adhere to the indicated response time for clarifications requested by the Employer will be deemed to be non-responsive and their submissions will not be evaluated further.

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)	Bidder to indicate Compliance (Y/N)
1.	Standard conditions of tender as required.	48 hours	Y	
2.	Returnable documents completed and signed.	48 hours	Y	
3.	Submission of Proof of Registration with National Treasury Central Supplier Database (CSD) Summary Report or A Valid and Active Tax Compliance Status Pin issued by SARS for Tax Compliance Status Verification: N.B - Bidder must be fully registered & tax compliant in order to do business with the DBSA.	48 hours	Y	
4.	Other Prequalifying Criteria applicable to this tender- List them here			

	<ul style="list-style-type: none"> • Proof of Professional indemnity Insurance of at least R10 million cover per incident • Bidders must be the authorized license holder for both the software and hardware associated with rendering this service. • Valid COIDA 	48 hours	Y	
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Only those Bidders which satisfy all the Pre-Qualifying Criteria will be eligible to participate in the Tendering Process further. Bids which do not satisfy all the Pre-Qualifying Criteria will not be evaluated further.

27.2 SECOND STAGE: FUNCTIONAL EVALUATION

27.2.1. STRUCTURE AND CONTENTS OF TECHNICAL BID PROPOSAL

The structure and minimum contents of the proposal required from bidders are shown in the table below. The bidder must provide the following minimum information linked to the functionality evaluation criteria indicated below:

STAGE GATE 1 – FUNCTIONAL EVALUATIONS

Sub Criteria	Description	Weight	Points breakdown	Minimum Score
Company Track Record and Experience	<ul style="list-style-type: none"> • Demonstrate the experience and knowledge of implementing a lending digital transformation project by providing at least (3) contactable and referenceable clients and their contact details. • Include (1), the scope of work done and (2), the value and impact of such work. 	10	Poor = Max 0 point Partially Poor = Max 4 points (1 relevant refence) Average = Max 6 points (2 relevant references) Above Average = Max 7 points (3 relevant references) Excellent = Max 10 points (more than 3 relevant references)	7

Sub Criteria	Description	Weight	Points breakdown	Minimum Score
Business Requirements	<p>Provide a comprehensive business requirements approach for each phase:</p> <p>1)Implementation Approach Demonstrate knowledge and experience in the implementation of similar complex digital transformation project to enable the defined requirements.</p> <p>2)Business Requirements Demonstrate knowledge and experience in the implementation of similar complex digital transformation project to enable the defined business requirements for people, process and technology. Breakdown of solution requirements and provision of the solution for each requirement.</p> <p>3)Transitional Requirements. Demonstrate knowledge and experience in the implementation of similar complex development project to enable the defined transitional requirements.</p> <p>4) Non-Functional Requirements Demonstrate knowledge and experience in the implementation of similar complex digital transformation</p>	35	<p>Poor = 0 points (max)</p> <p>Partially Poor = 10 points (max)</p> <p>Average = 18 points (max)</p> <p>Above Average = 25 points (max)</p> <p>Excellent = Max 35 points</p>	25

Sub Criteria	Description	Weight	Points breakdown	Minimum Score
	project to enable the defined Non-functional requirements.			
Technical Requirements	<p>Provide a comprehensive approach that details the solution for each of the following requirements:</p> <p>1) Systems Design and Development Approach Described in detail the technical design & Development approach. The Service Provider will be expected to comply with suggested methodology, Standards & best practice.</p> <p>2)Data Conversion & Migration Strategy Demonstrable knowledge of the data conversion and migration approach. Describe the services/tools that will be used for data conversion and migration.</p> <p>3)Integration/Interface Requirements Demonstrate with evidence that the Service Provider understand the integration complexity and is able to deliver of this critical scope item. Describe the integration plan that service provider will apply for the</p>	25	<p>Poor = 0 points (max)</p> <p>Partially Poor = 8 points (max)</p> <p>Average = 13 points (max)</p> <p>Above Average = 17 points (max)</p> <p>Excellent = Max 25 points</p>	17

Sub Criteria	Description	Weight	Points breakdown	Minimum Score
	<p>identified integration requirements. Describe the technology solution(s) including the deployment plan to deliver of the integration scope item. Data collection and data owner engagement plan. Data model design methods.</p> <p>4) Provide details of the methodology proposed to support DBSA including, remote, on premise, after hours, holiday support and escalations</p> <p>5) Provide a detailed Knowledge and Skills Transfer Plan indicating how knowledge and skills will be transferred to DBSA employees</p>			

Sub Criteria	Description	Weight	Points breakdown	Minimum Score
<p>Workforce Transition, Training and Change Management</p>	<p>Provide a comprehensive Training and Change management approach that details the following:</p> <p>1) Training approach</p> <p>Provide a training approach and plan for the end users, which includes:</p> <ul style="list-style-type: none"> •What training material will be developed, •How will continuous training post project closure be achieved. •How will training be provided for the end users and the technical team. •Provide a detail of how the service provider will manage knowledge /Knowledge transfer plan <p>2) Change management approach</p> <ul style="list-style-type: none"> •Provide a detail of how the service provider will transition the solution to achieve buy in from the stakeholders. •Provide a detail of how the service provider will manage communication in the project with different stakeholders. •Provide a detail of how the service provider will manage conflicts during the project execution. <p>3) Workforce Transition Plan</p> <ul style="list-style-type: none"> •Provide a detail of how the service provider will map end users' roles and responsibilities. 	<p>10</p>	<p>Poor = Max 0 point</p> <p>Partially Poor = Max 3 point</p> <p>Average = Max 5 points</p> <p>Above Average = Max 7 points</p> <p>Excellent = Max 10 points</p>	<p>7</p>

Sub Criteria	Description	Weight	Points breakdown	Minimum Score
TOTAL – STAGE GATE 1		80		56
Presentations	<p>Provide a presentation of the proposal and demo according to the following points:</p> <p>1) Service Provider will be required to present their proposals in less than 10 slides the following:</p> <ul style="list-style-type: none"> •Understanding of project scope and implementation phases. •Understanding of all business requirements. •The service provider should present the project team structure with a summary of the team qualifications and experience. •The service provider should present the proposed project schedule for execution of the project requirements with clear milestones and activities. •Demonstrate experience and knowledge of developing and implementation of application and/or similar to the project scope provided. •Provide at least three customer case studies for lending digital transformation projects. <p>2)Provide at least 3 copies of a valid letters from a Customers indicating:</p> <ul style="list-style-type: none"> •the bidder names 		<p>Poor = Max 0 point</p> <p>Partially Poor = Max 5 point</p> <p>Average = Max 10 points</p> <p>Above Average = Max 14 points</p> <p>Excellent = Max 20 points</p>	

Sub Criteria	Description	Weight	Points breakdown	Minimum Score
	<ul style="list-style-type: none"> •the bidder scope of work performed for the Customer •start and end date for the work done •Technologies used to deliver the Customer Scope of Work. •System capacity details . <p>Note:</p> <ul style="list-style-type: none"> •All letters must be in writing with the detail scope of work the service provider did and completion status, dated, signed and on a letterhead of the entity that issued the letter. •Preference will be given to those who have experience in digital transformation projects for a lending platform. <p>3)Demonstration of the systems that the service provider has implemented with similar scope as the digital lending platform:</p> <ul style="list-style-type: none"> •Provide a detail of the project implementation approach and resource plan. •Provide a demonstration of how the solution testing was conducted. •Provide a demonstration of how the solution is supported and maintained. •Provide a detail of how training has been conducted. •Provide a detail of how the service provider dealt with stakeholder management and communication 			

Sub Criteria	Description	Weight	Points breakdown	Minimum Score
	plan. •Provide a detail of how the service provider managed risks and issues. •Number of system users. •Number of systems being integrated and integration tools. Note: Case studies in the development and implementation of a digital lending platform.			
TOTAL – STAGE GATE 2		20		14
TOTAL – 1 + 2		100		
THRESHOLD		70		

Bidders will be evaluated based on the functional criteria set out above. Only those Bidders which score [70] points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid. The functional evaluation will include a presentation by the Bidders, Bidders who meet the minimum threshold for functional evaluation will be invited to do presentations.

The two stage gates are as follows:

Stages	Points	Threshold	Minimum scoring
Stage 1 Functionality	80 points	70%	56 points
Stage 2 Presentations	20 points	70%	14 points
Total	100 points	70%	70 points

a. Stage gate 1: Functional evaluations

A minimum score threshold of 70% (56 points) is required to be considered for presentations.

b. Stage gate 2: Presentations

A combined overall score of 70 points (including presentations) is required to progress to the Price and Preference evaluation

Only those bidders who achieve the minimum qualifying score of 70 points for functionality will have their bid submissions further evaluated in terms of the 80/20 preference points system (Third Stage) as prescribed by the latest Preferential Procurement Policy Framework Act Regulations.

27.3 THIRD STAGE: PRICE AND PREFERENTIAL POINTS ASSESSMENT

27.3.1 The Third 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

27.3.2 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.

27.3.3 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-BBEE Status Level	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

27.3.4 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).

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.

28. STATUS OF BID

28.1 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.

28.2 A Bid must not be conditional on:

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

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

- 28.2.3** the Bidder (or any other party) obtaining any regulatory approval or consent;
 - 28.2.4** the Bidder obtaining the consent or approval of any third party; or
 - 28.2.5** the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
- 28.3** 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).
- 28.4** The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

29. CLARIFICATION OF BIDS

- 29.1** The DBSA may seek clarification from and enter discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought or discussions are had in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.
- 29.2** The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that the DBSA considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

30. DISCUSSION WITH BIDDERS

- 30.1** The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.
- 30.2** As part of the evaluation of this Bid, DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.
- 30.3** The DBSA is under no obligation to undertake discussions with, and Bidders.
- 30.4** In addition to presentations and discussions, the DBSA may request some or all Bidders to:
- 30.4.1** conduct a site visit, if applicable;
 - 30.4.2** provide references or additional information; and/or
 - 30.4.3** make themselves available for panel interviews.

31. SUCCESSFUL BIDS

- 31.1** Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.
- 31.2** The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 31.3** A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

32. NO OBLIGATION TO ENTER INTO CONTRACT

- 32.1** The DBSA is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of the DBSA, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the DBSA will be free to proceed via any alternative process.
- 32.2** The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

33. BIDDER WARRANTIES

- 33.1** By submitting a Bid, a Bidder warrants that:
- 33.1.1** it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;
 - 33.1.2** it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;

- 33.1.3** it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
- 33.1.4** it accepts and will comply with the terms set out in this RFP; and
- 33.1.5** it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

34. DBSA'S RIGHTS

- 34.1** Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:
 - 34.1.1** cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
 - 34.1.2** alter the structure and/or the timing of this RFP or the Tendering Process;
 - 34.1.3** vary or extend any time or date specified in this RFP
 - 34.1.4** terminate the participation of any Bidder or any other person in the Tendering Process;
 - 34.1.5** require additional information or clarification from any Bidder or any other person;
 - 34.1.6** provide additional information or clarification;
 - 34.1.7** negotiate with any one or more Bidder;
 - 34.1.8** call for new Bid;
 - 34.1.9** reject any Bid received after the Closing Time; or
 - 34.1.10** to split the award based on the value for money, stock availability and lead time to delivery;
 - 34.1.11** reject any Bid that does not comply with the requirements of this RFP.

35. GOVERNING LAWS

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

36. MANDATORY QUESTIONS

36.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a √ or an X) regarding compliance with the requirements. Where necessary, the Bidders shall substantiate their response to a specific question.

NOTE: It is mandatory for Bidders to complete or answer this part fully; failure to do so result the Bid being treated as incomplete and the Bid may be disqualified.

36.1.1

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

36.1.2

The laws of the Republic of South Africa shall govern this RFP and the Bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	Comply/Accept	Do not comply/Do not accept

36.1.3

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

36.1.4

The DBSA may request written clarification or further information regarding any aspect of this proposal. The Bidders must supply the requested information in writing	Comply/Accept	Do not comply/Do not accept

within two working days after the request has been made, otherwise the proposal may be disqualified.		
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36.1.5

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

36.1.6

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

36.1.7

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

36.1.8

Where applicable, Bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	Comply/Accept	Do not comply/Do not accept

36.1.9

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

36.1.10

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

36.1.11

The DBSA reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents.	Comply/Accept	Do not comply/Do not accept

36.1.12

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

36.1.13

The Bidder should not qualify the proposal with own conditions. Caution: If the Bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.	Comply/Accept	Do not comply/Do not accept

36.1.14

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 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.	Comply/Accept	Do not comply/Do not accept

36.1.15

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.	Comply/Accept	Do not comply/Do not accept

36.1.16

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.	Comply/Accept	Do not comply/Do not accept

36.1.17

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.	Comply/Accept	Do not comply/Do not accept

36.1.18

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.	Comply/Accept	Do not comply/Do not accept

36.1.19

Bidders who make use of subcontractors:	Comply/Accept	Do not comply/Do not accept
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.		
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36.1.20

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

36.1.21

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.	Comply/Accept	Do not comply/Do not accept

36.1.22

Evaluation of Bids shall be performed by an evaluation panel established by the DBSA. Bids shall be evaluated on the basis of conformance to the required specifications (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.	Comply/Accept	Do not comply/Do not accept

36.1.23

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

36.1.24

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

36.1.25

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.	Comply/Accept	Do not comply/Do not accept

36.1.26

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.	Comply/Accept	Do not comply/Do not accept

36.1.27

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.	Comply/Accept	Do not comply/Do not accept

36.1.28

<p>Tax Compliance Status either on CSD National Treasury Database or SARS eFiling System as a Condition for Appointment/Award of the Bid.</p> <p>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.</p>	Comply/Accept	Do not comply/Do not accept

36.1.29

Company registration with CSD National Treasury Database as a Condition for Appointment/Award of the Bid.	Comply/Accept	Do not comply/Do not accept

<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>		
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36.1.30

<p>The following will be grounds for disqualification:</p> <ul style="list-style-type: none"> • 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 • The bidder or any of its directors have committed a corrupt or fraudulent act in competing for the appointment; and/or • The bidder or any of its directors have been convicted of fraud or corruption in the last 5 years; and/or • 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 • Bids received after the stipulated closure time will be immediately disqualified; and/or • Bidders whom have recently completed or currently performing, or to commence work on specific categories of services may be excluded to enable the Bank to manage its concentration risk. This threshold is currently set at R10 million for consultancy services. 	<p>Comply/Accept</p>	<p>Do not comply/Do not accept</p>

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

1 PURPOSE

The purpose of this document is to detail the Terms of Reference (ToR) for the appointment of a service provider to conduct a digital current state assessment, design a future state, develop and implement a Digital Lending Platform for the Development Bank of Southern Africa (DBSA).

2 BACKGROUND

In the realm of the fourth industrial revolution, the DBSA has considered how it should adjust its strategic approach in order to remain relevant, sustain the development impact while still executing on its mandate. This requires a balanced approach to development finance with equal consideration given to the dual mandate aspects of financial sustainability and sustained development impact. The approach requires the need to create efficiencies and cross functional capacity to achieve operational excellence.

DBSA has embarked on a digital transformation journey, to increase efficiency and effectiveness of the Bank's processes, capabilities and overall operating models. To continue delivering value to clients and gain a competitive advantage, DBSA must adapt to the new turbulent market reality and leverage technology to deliver an unmatched client experience. To achieve this, the DBSA aims to develop a scalable digital lending platform, which comprises the digitalisation of the loan application process from loan origination right through to the loan management, that allows for data analytics and AI capabilities. The digital lending platform aims to enable the management of other business activities such as non-lending and project preparation activities.

3 DBSA SOFTWARE & HOSTING ENVIRONMENT

The Development Bank of Southern Africa (DBSA), currently utilises the following technologies that Service Providers could potentially leverage, where possible in the development and implementation of the Digital Lending Platform:

- **Database:** Microsoft SQL.
- **Technology:** Microsoft technologies (C#, .Net, Power BI, SharePoint, etc.). The ERP is SAP, the treasury management system is Quantum and the CRM is Oracle Applications Cloud.
- **Integrated Development Environment (IDE):** Microsoft Visual Studio.

- **Cloud Hosting:** Microsoft Azure and its related services.

4 PROBLEM STATEMENT

The following is the problem statement that needs to be addressed:

- i. DBSA currently does not have an automated lending platform that enables clients to borrow money through paperless or electronic means, offering ease of use, enhanced client experience, and reduced overhead through client verification time savings.
- ii. An enhancement to a more holistically integrated lending process is required in order to curtail operating in silos and inscribe consistency and alignment.
- iii. The need for a digital lending platform that will enhance client experience by streamlining operations to enable diversified engagement points as well as facilitating a nimble process.
- iv. The need to provide deeper insights through real time business activity, monitoring and data analytics; and maximising process optimisation and resource allocation. This is aimed to be achieved through the automation and streamlining the loans processing value chain from lead generation to disbursement and loans management.

5 BUSINESS OBJECTIVES

The following business objectives have been identified to be achieved through the development and implementation of the Digital Lending Platform:

- i. Alignment to Strategic Initiative - Building a Digital DBSA
- ii. Enable the efficient and effective execution of the mandated DBSA Processes.
- iii. Reduced loan application turnaround time and process efficiency.
- iv. Implement a single, secure, web and mobile based loan application process.
- v. To digitise existing credit process and reimagine credit process journey.
- vi. To utilise digital data and infrastructure for advanced analytics.
- vii. To gain a competitive advantage and remain above competitors.
- viii. Improved efficiencies and providing a quick and streamlined process for pre-approval, processing, final approval of loans and ultimately disbursing the funds.
- ix. Single view of all loan application applications.
- x. Seamless and quick application process with increased chances of successful loan approval.

- xi. Accelerate risk assessment processes.
- xii. Enable analytics and insights into customer behaviour and patterns.
- xiii. Deliver value and transform client experience through leveraging innovative and cutting-edge technology.
- xiv. Improved loan approval process (employee and client experience).
- xv. Reduce silo operation by various DBSA divisions involved in the loan process and promotes inter-division collaboration.
- xvi. Increase agility & innovation to continuously improve and develop employee skills and capabilities.
- xvii. Promote a digital culture that will improve ways of work and automate manual processes.

6 KEY DESIGN PRINCIPLES

The following are key design principles for informing the design of the Digital Lending Platform:

- i. Ensure the implemented solution is easy to navigate and user friendly.
- ii. Ensure that the implemented solution can store information both in a structured and unstructured format
- iii. The system should be scalable/modular and must have the capability to adapt easily to increased workload or user demands.
- iv. The system must have the capability to integrate and interface with existing internal and external systems.
- v. Make use of current and new technologies to enhance the solution.
- vi. The system must have the ability to be integrated into smart devices and receive information via a smart device and must be responsive with all devices.
- vii. Provide for a user defined access platform based on a differentiated user profiles and functionality specifications.

7 EXPECTED BENEFITS

The following benefits are expected to be achieved through the development and implementation of the Digital Lending Platform:

#	Benefit Description
BE1	Automated and streamlined online loan application process.
BE2	Improve the loan approval process (employee experience).
BE3	Reduce the loan application turnaround time.
BE4	Curtail silo operation.
BE5	Improved lending data quality and management.
BE6	Improved coordination of processes across the bank.
BE7	Enable greater transparency and accountability across the bank.
BE8	Positively influence the bank's strategic agenda.
BE9	Enhance client accessibility to their loan application and thus improve client experience.
BE10	Enable collaborative workflows to foster synergetic efficiency in data capturing

Table 1: Expected Benefits

8 SCOPE OF WORK

The overall scope of the digital lending platform includes:

- To conduct a current state assessment of people, process and technology to measure the “as-is” maturity of bank.
- To re-imagine and build an end-to-end digitised lending process.
- To pilot and roll out digitized processes for lending products within the bank.
- To drive institutionalisation and change management.

The implementation approach of the Digital Lending Platform is categorized into three phases:

i. Implementation Approach

The implementation approach should make considerations to allow the scaling of the lending platform to include other activities such as non-lending and project preparation activities.

***N.B:- DBSA will evaluate the performance and output at each phase of the process and shall have the right to terminate the contract at the end of any phase. If the bank wishes to continue with the project, approval may be granted to proceed to the next phase. Please refer to Section 12 hereof.**

8.1.1 Phase 1: Design/Assessment

- Current state assessment of the end-to-end loan process (AS-IS Process) and gap analysis.
- Future state process (TO-BE) definition.
- Requirements for development of people, process and technology.
- IT Infrastructure requirements development.
- Development of Integration requirements.
- Development of the solution architecture.
- Define and develop criteria for products that should go through the digital lending platform.
- Identification of roles and responsibilities, skills, training and the change management required for the successful development, implementation and adoption of the digital lending platform.
- Development of a decision-making framework clearly defining the digital lending platform selection criteria.
- Digital Lending Platform solution recommendation.
- Implementation plan aligned to phases of the digital lending platform.

8.1.2 Phase 2: Implementation of a Minimum Viable Product (MVP)

- Implementation of the digital lending platform technology solution for MVP products.
- The platform will be based on requirements and outputs from Phase 1.
- Workforce transition change management and training plan will be developed.
- High level implementation plan for the rest of the products.

8.1.3 Phase 3: Implementation of the Rest of the Products

- Implementation the digital lending platform technology solution for the rest of the products.
- Post implementation support and maintenance.

Business requirements

The following are the key requirements based on people, processes and technology considerations that the Service Provider should include in their response:

8.1.4 People

- 8.1.4.1 Provide a detailed response on the roles and responsibilities that are key for the digital lending platform.
- 8.1.4.2 Provide a detailed response on the roles and responsibilities that are key for the digital lending platform.
- 8.1.4.3 Provide a detailed response regarding the change management strategy to ensure a successful implementation and adoption of the digital lending platform.
- 8.1.4.4 Provide a detailed response on the trainings that will required for users of the digital lending platform.

8.1.5 Process

- 8.1.5.1 Provide a detailed response on the AS-IS assessment and the gap analysis.
- 8.1.5.2 Provide a detailed response on the desired and streamlined “To-Be” loan application process to be followed on the digital lending platform.
- 8.1.5.3 The “To-Be” process of the below loan application business processes must be defined to include:
 - Lead sourcing (origination and conceptualising),
 - Deal Structuring and Due Diligence,
 - Credit decisioning,
 - Disbursement of Funds,
 - Post disbursement monitoring,
 - Credit Risk Monitoring and Annual Reviews,
 - Turnaround of Non-Performing Credits and Recovery, and
 - Portfolio Reporting.
- 8.1.5.4 Provide a response regarding the development of digital client journeys.

8.1.6 Technology

- 8.1.6.1 Provide a detailed response regarding an automated and agile loan application platform using the most common digital omni-channels to allow clients to apply for DBSA products. The solution must be scalable and must allow for the addition of products at any given time.

8.1.6.2 Provide a detailed response regarding the digitisation of the loan application process from loan origination to loan management including:

- Online user application,
- Submission and review of online documents,
- Authentication and verification,
- Approval of the loan,
- Contract Management,
- Disbursement of loan,
- Loan recovery,
- Data analytics, and
- AI enhancement capability.

8.1.6.3 Provide a detailed response on how third-party systems can be leveraged for client data collection and verification.

8.1.6.4 Provide a detailed response on how the digital lending platform can integrate with existing DBSA systems including but not limited to, SAP, Quantum and Oracle Applications Cloud and other external systems.

Non-Functional Requirements

The following non-functional requirements must be enabled in the Digital Lending Platform.

#	Requirement Name	Requirement Description
NFR01	Role based Access Control	<ul style="list-style-type: none"> • User roles and access must be defined.
NFR02	Identity Management	<ul style="list-style-type: none"> • The system must have the ability to allow for identity management.
NFR03	Password Management	<ul style="list-style-type: none"> • The system must have the ability to allow for password management.
NFR04	Authentication	<ul style="list-style-type: none"> • The system must have the ability to allow for email and cellphone authentication.
NFR05	Scalability	<ul style="list-style-type: none"> • The system must have the capability to handle a growing amount of work.

#	Requirement Name	Requirement Description
NFR06	Usability	<ul style="list-style-type: none"> The system must be easy to use to allow for maximum efficiency and effectiveness.
NFR07	Reliability	<ul style="list-style-type: none"> The system must be reliable.
NFR08	Performance	<ul style="list-style-type: none"> The system should perform optimally when users interact with it to improve the user experience.
NFR09	System Logs and Audit Trails	<ul style="list-style-type: none"> The system must record audit trail.
NFR10	Security	<ul style="list-style-type: none"> The system must be secure.
NFR11	Accessibility	<ul style="list-style-type: none"> Require the ability for the system to be accessible.
NFR12	Storage	<ul style="list-style-type: none"> Require the ability for the system to store large volumes of data effectively.
NFR13	High Availability	<ul style="list-style-type: none"> Require the ability for the system to always be available during the hours it is most popular. Any maintenance where the system needs to be taken offline should be done outside these times.
NFR14	Data Integrity	<ul style="list-style-type: none"> Require the ability for the system to ensure data quality and integrity.
NFR15	Recovery	<ul style="list-style-type: none"> Require the ability for the system to prepare and respond to a disaster.

Table 2: Non-Functional Requirement

Transitional Requirements

The following transitional requirements must be addressed:

#	System Name	Requirement Description
RF	Training	<ul style="list-style-type: none"> The users of the digital lending platform must be trained to use the solution as it pertains to their respective roles and responsibilities. Customization of training must be accommodated to ensure effectiveness when necessary.

		<ul style="list-style-type: none"> • Training must be customized according to the level of manual versus digital training protocols relevant at the time. • External users must be given the latest updated (digital or manual) user guides to navigate through the system.
TR2	Migration of data	<ul style="list-style-type: none"> • Require the ability to migrate data from DBSA internal systems into the digital lending platform where necessary. Master data systems will continue being true data sources.
TR3	Change management	<ul style="list-style-type: none"> • The change management plan must be synchronized to each stage of the solution life cycle. • A change management plan (for all stages) must be documented and shared with all affected stakeholders. • User setup/ configurations must be completed prior go-live including making sure that all users have access to the system. • Troubleshooting and problem solving in the go live stage must be included
TR4	Support and knowledge transfer	<ul style="list-style-type: none"> • Require the ability to provide post go-live support as well as skills and knowledge transfer

Table 3: Transitional Requirements

Company Track Record and Experience

8.1.7 Experience and Track record

- Demonstrate the experience, knowledge, and the expertise to successfully implemented a lending platform of similar scope (All Phases).
 - Each phase will be evaluated to ensure that over and above the overall experience, the bidder has the requisite skill set and experience to implement all the phases relevant and best meet DBSA business requirements.
- Demonstrate knowledge and understanding of a development finance institution lending process.

8.1.8 Company Customer References

- Provide three (3) references that include: Scope of Work Done, Impact and value of work done and contact details where a similar assignment(s) was completed successfully.
- Provide a detailed list of at least 3 or more latest or current similar projects. In each project the bidder should indicate which phase they have implemented and cross reference to business requirements and scope of work. Furthermore, the bidder should indicate the innovative capability in the development of the system that have responded to very complex business processes.
- Provide demos of the work and outcomes that has been developed with the identified organisation(s), to demonstrate its usability.

Project Team Deployment

8.1.9 Brief CVs of Project's human resources to be deployed in the project. The CVs must focus on the summaries of following key attributes:

- Skills (technical and managerial),
- Competencies, and
- Work Experience.

Qualifications and Certifications, including but not limited to:

- Project management,
- Business Analysis,
- Process Analysis,
- Solution architecture,
- Data Architect/Analyst,
- Data management skills,
- Change management professional/expert(s),
- Technical Skills including infrastructure, hardware and integration databases,
- Integration skills,
- Business Intelligence and report writing,
- Development skills – technical solution expertise,
- Relevant certifications, and

- ETC.

Project Management Methodology, Approach and Detailed Plan

Outline the methodology to be adopted to meet the scope of work and business requirements and demonstrate in the proposal how the project can be completed within a reasonable period based on the approach to be adopted. The response on project management approach and methodology should provide details on the following:

- Full understanding of the requirements in all aspects of the project.
- Recognizable project management methodology and approach stipulation deliverables on each phase of the project.
- The project plan should make provisions of stage gates at the end of each phase to unlock the next phase.
- The detailed project schedule in MS Project clearly detailing major milestones.
- The project plan and approach should include training and handover of the system and the approach or methodology on how this will be executed.
- The project plan should consider data readiness, system customization and testing.
- The plan should detail possible risks and mitigation plans based on prior experience on common risks when taking on such a project within the stipulated time frames (i.e. project risk register).
- Detail clear requirements and dependencies that will enable the take on of the project within the expected time frames.
- The bidder is expected to provide the project quality assurance and risk management approach.

Implementation Strategy and Approach

The bidder must provide a detailed project implementation approach, including the current state assessment strategy, implementation strategy, testing strategy, training approach, the post go-live support approach and the approach to contingency project management.

Technical Solution

- The bidder must provide a detailed system design and development approach, including the data conversion and migration approach and the integration approach. The bidder should also provide innovation suggestions for the digital

lending platform that can be considered in terms of ensuring data integration, data checks and authentication and user case definition for all business requirements.

- The Service Provider must indicate integration tools that will be used to in sourcing data from different systems.

Change Management, Workforce Transition and Training

The bidder must provide a detailed Workforce Transition, change management and training approach, including the risk management approach, issues management approach and the quality management approach.

9 EXPECTED DELIVERABLES, OUTPUTS AND TIMELINES

In addition to the requirements above, the following encompasses further deliverables expected of the service provider and required for the successful implementation of this project.

Deliverable	Description
Project Managements Documents	The service provider must provide project management documents in line with the DBSA project management framework (PMBOK).
Project Scope and Plan	The service provider is expected provide a detailed scope and high-level plan on how the project will be implemented in line with DBSA's project management processes.
System Design Documents	<p>The service provider is expected to provide the following documents</p> <p>Phase 1: Design/Assessment phase</p> <ul style="list-style-type: none"> ○ Current Statement Assessment ○ GAP Analysis ○ Business Processes (BP)- Future State Assessment <ul style="list-style-type: none"> ▪ Detailed workflows and process details that cover the entire value chain of activities to be undertaken in implementing the digital lending platform.

Deliverable	Description
	<ul style="list-style-type: none"> <ul style="list-style-type: none"> ▪ Detailed mapping of responsibilities and time-lines for executing above activities. ○ Business Requirement Specification ○ Functional Requirement Specification ○ Solution Architecture Document ○ IT Infrastructure requirements ○ End User Role Mapping ○ Training Requirements Analysis ○ Decision-Making Framework ○ Platform Selection Criteria Matrix ○ Benefit Realization Plan ○ Implementation Plan <p>Phase 2: Implementation of a Minimum Viable Product</p> <ul style="list-style-type: none"> • High-Level System Design (HLD) <ul style="list-style-type: none"> ○ Brief description, name and functionality of every module ○ Interface relationships, integration points and dependencies between modules. ○ Database tables identified along with their key elements. ○ Complete architecture diagrams along with technology details. The design must include all architecture domains such as business, process, information, data, technology, security, mobility, integration and disaster recovery.

Deliverable	Description
	<ul style="list-style-type: none"> • Low-Level System Design (LLD) <ul style="list-style-type: none"> ○ Technical Design Specifications (TDS) ○ Test Cases ○ Functional logic of the modules including database tables (types and sizes) ○ Integration Design Specifications (including complete details of the interface) ○ Dependency issues ○ Listing of error messages ○ Complete inputs, processes, outputs and controls for every module • Workforce transition, change management and training plan • Client Journeys <p>Phase 3: Implementation of the Rest of the Products</p> <ul style="list-style-type: none"> • Post go-live support and maintenance report
System Documentation and Testing	The Service Provider is expected to describe their testing methods anticipated to be performed, and any other documentation related to such testing for each module of the solution (e.g. System testing, Integration testing, Stress performance testing, User acceptance testing). System architectures sign off document.
Managing Go Live	The Service Provider must provide a detail list of specific activities and requirements for go live phase including infrastructure requirements.
Post Go-Live Support	It is expected that the Service Provider will provide handholding, and onsite support after go-live, to address user queries, fixing bugs, and updates, and other necessary activities to assist the business in the use of the new digital lending platform.

Deliverable	Description
Knowledge Transfer	It is expected that knowledge transfer (technical and other) occurs during the implementation. The Service Provider is required to provide their knowledge transfer approach and acknowledge transfer plan, and to ensure the users will continue supporting the business after the completion of the project.
Technical and Hardware Requirements	The bidder must provide a detailed hardware and software requirement, including the detailed configuration of the proposed Development, Test, QA, Pre-production and Production server environment as per the business and technical requirements. The proposed hardware should be able to support business for the period of 5 years post implementation of the system.
Network Requirements	The detailed network requirements for the proposed system should be provided as part of the submission.
Software Requirements	The Service Provider is required to produce the License and Maintenance agreements sample, for all the components of the solution, such as hardware, software, operating systems, database, etc.
Roles and Responsibilities	The Service Provider is required to provide a detailed matrix indicating the roles and responsibilities of the project implementation team for the duration of the project. The SP must allocate experienced and qualified resources to cover the cover the expected deliverables of the project. The SP must ensure that they have sufficient resources deployed to meet the timelines of deliverables.
Application (Solution)	The service provider will develop and implement the application solution based on all requirements described in this document.

Table 4: Expected Deliverables

10 COMPETENCY AND EXPERTISE REQUIREMENTS

- i. Service Provider with expertise, capability, knowledge and experience in digital transformation and development of a digital lending platform.
- ii. Client Reference List: Service Provider must provide a minimum client list of three (3) similar projects completed in the last five (5) years.

11 PROJECT REPORTING ARRANGEMENTS

- i. **Project and Client Management:** a detailed description of the approach and methodology for managing projects and client relationships.
- ii. **Project Management Team:** a detailed description of the firm's project management team including skills, experience and capabilities of relevant staff.
- iii. **Project Schedule:** a detailed breakdown of all deliverables identified in the Scope of Work including, methods, tools and timeline to complete the project.
- iv. **Project Governance:** Report to the relevant project governance structures based on the DBSA project methodology.

12 TERMS OF CONTRACT

The initial contract term will be for **phase 1: Design/Assessment** with the possibility of successive renewals for the next phase depending on the Bank's discretion for a total term not to exceed five (5) years. The service provider is expected to provide a proposal for the overall assessment, design and implementation of the digital lending platform. DBSA will evaluate performance and output with an option to terminate the contract at the end of each phase. If the bank wishes to continue, approval may be granted to proceed to the next phase.

13 PAYMENT TERMS

- i. **Payment** will be made within 30 days of the achievement of specific deliverables/ milestones as agreed within the Project Scope of Work.
- ii. The Service Provider will be required to undertake the assignment within the agreed fee set as per the proposal and **no increase in fees or upfront payment of fees** will be negotiated.
- iii. **Project Costs:** The Service Provider shall provide the total fixed price for the project based on the Scope of Work
- iv. **Pricing Proposal:** The Service Provider MUST provide their pricing proposal based on the pricing tables provided in **section** Error! Reference source not found. below. The pricing proposal must be aligned i.e. pricing based on deliverables in the pricing summary must be aligned to pricing based on time & material. Failure to adhere to the pricing structure provided in **section** Error! Reference source not found. below, without w

ritten approval from DBSA Supply Chain Department will lead to price non-conformance, which could lead to disqualification of the bid.

Annexure A

Total Summarised Costs (Rand Incl VAT)		
Item (provide details If Any)	Total (Rand Inc VAT)	Comment
Phase 1: Design/Assessment	ZAR 0.00	Breakdown the costing per project phase and proposed system design methodology with clear visibility of deliverables costings.
Phase 2: Implementation of a Minimum Viable Product	ZAR 0.00	
Phase 3: Implementation of the Rest of the Products	ZAR 0.00	
License and/or Subscription	ZAR 0.00	
Hosting	ZAR 0.00	
Support	ZAR 0.00	
Other	ZAR 0.00	
Grand Total	ZAR 0.00	
<p>An example on the population of the table has been provided. Service Providers MUST populate this template based on their proposed methodology and deliverables</p> <p>* Service Provider must populate the pricing table above and align it to the Resource Pricing table below.</p> <p>*Service Provider must indicate any additional licenses that may be required based on the proposed solution e.g. Off the shelf solution and associated costs.</p> <p>*Service Provider must indicate materials that will be required to host the system.</p>		

Table 5: Pricing Summary

Detailed Costing Example:

Phase 1: Design/ Assessment				
Project Stage (Initiation ,Planning, Execution, Closing)	Deliverable	Description	Cost (Rand Incl VAT)	Comment
	Deliverable 1			
	Deliverable 2			
	Deliverable 3			
	Deliverable 4			
	Deliverable 5			
Grand Total for Phase 1 Costs	ZAR 0.00			

Table 6:Phase 1 Costing

Phase 2: Implementation on an MVP				
Project Stage (Initiation ,Planning, Execution, Closing)	Deliverable	Description	Cost (Rand Incl VAT)	Comment
	Deliverable 1			
	Deliverable 2			
	Deliverable 3			
	Deliverable 4			
	Deliverable 5			
Grand Total Phase 2 Implementation Costs	ZAR 0.00			

Table 7:Phase 2 Costing

Phase 3: Implementation of the Rest of the Products				
Project Stage (Initiation ,Planning, Execution, Closing)	Deliverable	Description	Cost (Rand Incl VAT)	Comment
	Deliverable 1			
	Deliverable 2			
	Deliverable 3			
	Deliverable 4			
	Deliverable 5			
Grand Total Phase 3 Implementation Costs	ZAR 0.00			

Table 8:Phase 3 Costing

Licenses/Subscription Costs (If any)							Comment
License /Subscription	Descrip tion	Year 1 (Rand Inc VAT)	Year 2 (Rand Inc VAT)	Year 3 (Rand Inc VAT)	Year 4 (Rand Inc VAT)	Year 5 (Rand Inc VAT)	
License/Subscription 1							
License/Subscription 2							
License/Subscription 3							
License/Subscription 4							
License/Subscription 5							
Total License/Subscription Costs		ZAR 0.00	ZAR 0.00	ZAR 0.00	ZAR 0.00	ZAR 0.00	
Grand Total	ZAR 0.00						

Table 9:Licenses Cost

Support Costs (if any)							
Item	Description	Year 1 (Rand Inc VAT)	Year 2 (Rand Inc VAT)	Year 3 (Rand Inc VAT)	Year 4 (Rand Inc VAT)	Year 5 (Rand Inc VAT)	Comment
Item 1							
Item 2							
Item 3							
Item 4							
Item 5							
Total Support Costs		ZAR 0.00	ZAR 0.00	ZAR 0.00	ZAR 0.00	ZAR 0.00	
Grand Total	ZAR 0.00						

Table 10:Support Cost

Other Costs (if any)							
Item	Description	Year 1 (Rand Inc VAT)	Year 2 (Rand Inc VAT)	Year 3 (Rand Inc VAT)	Year 4 (Rand Inc VAT)	Year 5 (Rand Inc VAT)	Comment
Other Item 1							
Other Item 2							
Other Item 3							
Other Item 4							
Other Item 5							
Total Other Costs		ZAR 0.00	ZAR 0.00	ZAR 0.00	ZAR 0.00	ZAR 0.00	

Table 11:Support Cost

Failure to complete this form in full may result in the disqualification of the Bid.

Annexure B

SBD 4

DECLARATION OF INTEREST

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

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

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, shareholder²):
.....

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.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder **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 **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

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

(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 / **YES / NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

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 Reference Number	Tax	State Employee Number / Peral 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

1.1.6.1

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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- 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 or 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 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.

1.6 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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = 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
1	20
2	18
3	14
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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:.....</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>
--

Annexure D

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

.....

Position

.....

Name of Bidder

Annexure E

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

SBD 9

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

.....

SignatureDate

.....

Position Name of Bidder

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 ACQUINTED WITH THE RIGHTS AND OBLIGATIONS OF ALL PARTIES INVOLVED IN DOING BUSINESS WITH GOVERNMENT.

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

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

Annexure 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
Free Post : Free Post KZN 665 | Musgrave | 4062
SMS : 33490