

REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED	
BID NUMBER:	RFP263/2022
COMPULSORY BRIEFING SESSION DATE AND VENUE	Not Applicable
CLOSING DATE:	11 OCTOBER 2022
CLOSING TIME:	23:55PM
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	120 DAYS
DESCRIPTION OF BID:	INTERNAL COMMUNICATIONS AND CHANGE MANAGEMENT
BID DOCUMENTS DELIVERY ADDRESS:	<p>ELECTRONIC SUBMISSIONS</p> <p>a. Bidders that wish to submit a tender response must send an email to davidscm@dbsa.org indicating their participation.</p> <p>b. This must be done three (3) working days before the closing date.</p> <p>c. Bidders will thereafter receive a OneDrive Link to upload their tender documents electronically.</p> <p>NB: Electronic submission is encouraged for all bidder's interested in this tender bid.</p> <p>Closing date 11 October 2022 before 23:55pm all bids must be submitted.</p>
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
BIDDER'S STAMP OR SIGNATURE	

PART A INVITATION TO BID

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

BID NUMBER: [RFP263/2022]
COMPULSORY BRIEFING: N/A
SESSION VENUE AND TIME: N/A
CLOSING DATE: 11 OCTOBER 2022
CLOSING TIME: 23:55 PM VIA ONEDRIVE LINK

DESCRIPTION: **Internal Communications and Change Management**

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

Bidders should ensure that Bids are delivered timeously and to the correct One Drive link provided by the SCM Official. (reflected on the cover page of this document). 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 PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

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, 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.



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

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				
ORIGINAL AND VALID BBEE STATUS LEVEL VERIFICATION CERTIFICATE /ORIGINAL CERTIFIED COPY/ORIGINAL 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				

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.)	
1..1.7 TOTAL NUMBER OF ITEMS OFFERED	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE SUBMITTED VIA ONE DRIVE LINK. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	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.
1.5.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.
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
<p>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.</p>	

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

YES

NO

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**
(Failure to comply will result in disqualification)

Part A: Invitation to Bid

Part B: Terms and Conditions of Bidding

Part C: Checklist of Compulsory Returnable Schedules and Documents

Part D: Conditions of Tendering and Undertakings by Bidders

Part E: Specifications/Terms of Reference and Project Brief

Annexure A: Price Proposal Requirement

Annexure B: SBD4 Declaration of Interest

Annexure C: SBD 6.1 and B-BBEE status level certificate

Annexure D: SBD 7 Contract Form – Purchase of Goods / Works

Annexure E: SBD8: Declaration of Bidder's Past Supply Chain Practices

Annexure F: SBD9: Certificate of Independent Bid Determination

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

Annexure H: Certified copies of latest share certificates, in case of a company.

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

Annexure J: Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.

Annexure K: General Condition of Contract

Annexure L: 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 0 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

Any queries pertaining to this tender be it technical or general must be directed to:-

DBSA Supply Chain Management Unit

Email: davidn2@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	20 SEPTEMBER 2022
RFP document available	20 SEPTEMBER 2022
Closing date for tender enquiries	06 OCTOBER 2022
Closing date and time	11 OCTOBER 2022
Intended completion of evaluation of tenders	30 NOVEMBER 2022
Intended formal notification of successful Bidder(s)	[TBA]
Signing of Service Level Agreement	[TBC]
Effective date	[TBC]

5. SUBMISSION OF TENDERS

- 5.1 Bidders are advised to kindly issue Tender Submission Link requests and all other enquiries to davidSCM@dbsa.org - ONLY
- 5.2 No – Tender Submission Link requests will be accepted after 16h00 on the 06 OCTOBER 2022. Any requests after the stipulated date and time will be disregarded.
- 5.3 Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.
- 5.4 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 into between the DBSA and the successful Bidder.

11. CONFIDENTIALITY

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

12. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

- 12.1 All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.
- 12.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to davidn2@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 escalated 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 regards to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
- 19.1.6 submitting all Compulsory Documents.

19.2 Bidders with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.

19.3 All Bidders must submit their original and valid B-BBEE status level verification certificate or original certified copy, or original 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 180 (One Hundred and Eighty) 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 – evaluation of compliance with Pre-Qualifying Criteria

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

Prequalification Criteria		Prequalifying Criteria	Compliant Y/N
1	Adherence in submitting Tender as two stage folders (Folder 1 – Pre-qualifiers & Functionality Proposal & Folder 2 - Price Proposal)	Pre-Qualifier	
2	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.	Pre-Qualifier	
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	

- 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.

27.1.2 Second stage – functional evaluation

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

27.1.3 The Functional Criteria that will be used to test the capability of Bidders are as follows:

Quality criteria	Description	Evaluation Criteria	Points Allocation
Company Profile	<p>Provide a detailed overview of your company, including the following:</p> <ul style="list-style-type: none"> • Company profile, credentials, and overview • Services and capabilities • Minimum of 5 years of experience • Resources 	<ul style="list-style-type: none"> ▪ Quality of company credentials ▪ Relevance and depth of experience, services and capabilities offered, <p>Scoring</p> <p>>1yr no similar project.</p> <p>Poor = 0</p> <p>2yr + 2 similar projects.</p> <p>Average = 5 points</p> <p>4 yr + 3 similar projects.</p> <p>Good = 7 points</p> <p>5yr + <5 similar projects.</p> <p>Excellent – 10 points</p>	10
Personnel and Experience	<p>Please submit the following:</p> <p>Brief biographies of</p> <ul style="list-style-type: none"> ▪ Management team ▪ Key team members ▪ Account management team <p>In table format, please submit the following for relevant employees who will be working and supporting the DBSA across all the services required.</p> <ul style="list-style-type: none"> ▪ Name ▪ Position ▪ Key responsibilities ▪ Number of years working at your agency ▪ Number of years total relevant experience 	<p>Scoring:</p> <ul style="list-style-type: none"> ▪ >2yr.experience+2.resources. Poor= 0 points ▪ 3 yr experience + 3 resources Average = 5 points ▪ 4yr experience + 4 resources Good= 7 points ▪ 5yr experience + 5 resources Excellent = 10 points 	10

	<ul style="list-style-type: none"> List of campaigns/clients' resource has worked on at your agency 		
References	Provide three written client references on the referees' letterhead confirming your company's track record in internal communications	<p>Submission of relevant client references i.e., for work similar to that outlined in the Terms of Reference. (Max 3 reference letters of similar work done)</p> <ul style="list-style-type: none"> Poor: less than 2 reference letters submitted = 0 point Average: 2 relevant reference letters submitted = 5 points Good: 3 relevant reference letters submitted = 7 points Excellent: 3 or more relevant reference letters submitted = 10 points 	10
Communications Approach	<p>Provide a detailed and customised overview of how you will be able to support the DBSA and fulfill the services outlined in this TOR. Please include the following:</p> <ul style="list-style-type: none"> Explain the approach to be taken in the development of an internal communication strategy and plan based on the information supplied as well as some of the expected outcomes. Outline what resources you will utilise in delivering services and support to the DBSA; and Give details about your account management and project management process and approach. Include details of your team with information about their experience and short biographies. <p>At a high-level, please give the following:</p> <ul style="list-style-type: none"> An overview of your plan of action for the first six months should you be awarded the tender Outline the approach and steps you will follow to review and evaluate the intranet , referring to any 	<ul style="list-style-type: none"> Response demonstrates understanding of scope of work required Response demonstrates that service provider will be able to service CME effectively and that service provider has sufficient skills, expertise, and resources. how you will be able to service and support the DBSA what resources you will utilize in delivering services and support to the DBSA your account management and project management process and approach <p>Poor: A generic approach provided 0 point</p> <p>Average: A detailed and customised approach that covers at least 3 requirements stated in the description =15 points</p> <p>Good: A detailed and customised approach that covers at least 4 of the 5 requirements stated in the description =21 points</p> <p>Excellent: A detailed and customised approach that covers</p>	30

	<p>experience you have in this regard.</p> <ul style="list-style-type: none"> ▪ Detail how you would support the DBSA in the creation, design, content development and distribution of the weekly internal newsletter including how you will include analytics to measure usage. ▪ Explain your approach to developing and implementing relevant measurement methodologies to measure success of internal communication and employee engagement campaigns, projects and/or programmes. ▪ Give an overview of the experience you have incorporating behavioural science in communications campaigns 	<p>all 5 requirements stated in the description and more = 30 points</p>	
<p>Case Studies</p>	<p>Please submit two case studies of work similar to that requested in the Terms of Reference e.g., Gamification campaign, change management communications campaign, etc.</p> <p>For each case study, please provide</p> <ul style="list-style-type: none"> • Summary and description of the case study/project/campaign, client's brief and objectives • Explanation of the strategy, approach and methodology used in response to the client brief and the rationale thereof. Please include details about your process, quality assurance, account management etc. • Tactics and channels used and rationale for their use 	<p>Case study will be evaluated according to:</p> <ul style="list-style-type: none"> • Evidence of clear methodology, responding to client brief • Case study is of work similar to that outlined in the Terms of Reference • Case study demonstrated that the service provider has sufficient skills, expertise, creativity related to internal communications • Case study demonstrates creativity. <p><i>Scoring per case study (10 points per case study)</i> Poor: 1 case study submitted inclusive of all 5 requirements listed in the description - 10 points</p> <p>Average: 2 case studies submitted inclusive of all 5 requirements listed in the description =20 points</p>	<p>40</p>

	<ul style="list-style-type: none"> • Measurement and outcome of campaign – also include impact e.g., as it relates to response rates, increased engagement, improved sentiment, change in perception, crisis alleviated, business leads etc. • Lessons learned and recommendations 	<p>Good: 3 case studies submitted inclusive of all 5 requirements listed in the description = 30 points</p> <p>Excellent: 4 case studies or more submitted inclusive of all 5 requirements listed in the description = 40 points</p>	
Total			100
Threshold			70

27.1.4 **Third stage – price and preferential points**

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

27.1.4.2 The successful Bidder will be the Bidder that scores the highest number of points in the second stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP, in line with the PPPFA Regulations.

Price and Preferential Points Assessment

27.1.5 Subsequent to the evaluation of Pre-qualifying Criteria and Functional Criteria, the second stage of evaluation of the Bids will be in respect of price and preferential procurement only. Points will be allocated to Bidders at this stage of the evaluation in accordance with the PPPFA and the PPPFA Regulations, as follows:

Price points 80

Preferential procurement points 20

27.1.6 **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.

27.1.7 **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.

27.1.8 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).

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 into discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought

or discussions are had in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.

- 29.2 The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that the DBSA considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

30. DISCUSSION WITH BIDDERS

- 30.1 The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.
- 30.2 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 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

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

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.		
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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.		

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.	Comply/Accept	Do not comply/Do not accept
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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.		
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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

<p>Company registration with CSD National Treasury Database 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 registered on the CSD National Treasury site prior to appointment/award of the bid.</p>	Comply/Accept	Do not comply/Do not accept

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 	Comply/Accept	Do not comply/Do not accept
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<p>notice of such unsatisfactory performance has been given to the bidder; and/or</p> <ul style="list-style-type: none"> • 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 manage its concentration risk. This threshold is currently set at R10 million for consultancy services. 		
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Terms of Reference

Internal Communications and Change Management

September 2022

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▪Introduction

These are the official terms of reference (TORs) commissioned by the Development Bank of Southern Africa (DBSA) for the provision of internal communications services.

The purpose of this tender is for the DBSA to appoint a suitable professional service provider (PSP) to assist the DBSA for a period of three years. You are therefore advised to include as much information as you consider sufficient on your proposed solution, along with an overview of your implementation strategy and time frames for this assignment.

▪Organisational Overview

▪Background

The Development Bank of Southern Africa (DBSA) is a leading development finance institution (DFI), wholly owned by the government of South Africa. The DBSA is mandated to promote economic growth as well as regional integration by mobilizing financial and other resources from the national and international private and public sectors for sustainable development projects and programmes in South Africa, SADC, and the wider African continent.

The DBSA plays a role in implementing South Africa's National Development Plan (NDP) through large scale infrastructure projects in the energy, transport, water, and ICT sectors as well as resolving social infrastructure bottlenecks and deepening regional integration.

DBSA's value proposition lies in its mission ***“To advance the development impact in the region by expanding access to development finance and effectively integrating and implementing sustainable development solutions”***. It provides integrated and innovative solutions across its value chain; from project planning, preparation through financing, to drive infrastructure delivery and development impact through its in- and outsourced capabilities both in South Africa and the rest of the continent. The Bank fulfils this function by acting as an agent mainly to governments, international agencies and private sector companies that do not have institutional presence in South Africa or are not able to create permanent capacity to deliver development initiatives. This is done with the intent to improve the lives of people through the development of social infrastructure while supporting economic growth through investment in economic infrastructure and fostering regional integration.

▪CME Unit

The appointed service provider will work with the DBSA's Communication and Marketing unit (CME) The DBSA's communication initiatives are centralized and managed by CME, which is situated in the Corporate Services division. The unit is responsible for all communications, PR, media relations, marketing, events, and Corporate Social Investments (CSI) for the DBSA.

The unit is comprised of a small team of varying skills and experience with only one Internal Communications Specialist servicing the entire organization and all divisions.

▪The Internal Communications Function

The Internal communications function is responsible for the following:

- Development and implementation of Bank-wide internal communication strategies, plan and projects that drive employee engagement and understanding of the DBSA's mandate
- Employee engagement
- Change management communications
- Weekly internal newsletter
- Key initiatives and engage and align employees with the Bank's vision, purpose, and corporate strategy.
- Development and implementation of CSI Employee volunteer programme

The DBSA has approximately 600 employees. Of the workforce, over half, approximately 54% fall within the professionally qualified and experienced specialists and mid management occupational level. On the other end of the spectrum, 11% fall in the semi-skilled and unskilled employee category. All internal communication efforts need to be able to reach and resonate with all employee categories.

Currently, the DBSA faces the following challenges:

- Low readership of internal communications newsletter
- Difficulty in understanding readership trends, employee internal communications needs
- Personalising communication to stakeholder needs; and
- Change fatigue due to ongoing strategic alignment changes.

The ultimate objective of DBSA's internal communications capability and function is to align all employees with the vision and values of the Bank. The CME's internal communications intentions are to:

- Develop a highly respected internal communications function that inspires employees into action through a common purpose and set of values, creates cohesion, and drives business growth.

- Facilitate collaboration, transparency and remove silos
- Support employees through ongoing organisation change.
- Improve staff engagement.
- Play a significant role in shaping the desired organizational culture.
- Identify ways to source, craft, and coach employees so they become valuable brand ambassadors of the DBSA.
- Deliver internal events/virtual anchored on a strategic focus and impact measurability.
- Help leaders and managers promote and facilitate constructive dialogue within the organization.
- Develop and implement a meaningful Employee Volunteer programme aligned to the Bank's CSI programme
- Introduce analytics and measurement into internal communications
- Use gamification where appropriate for certain campaigns
- Explore use of behavioral science principles in internal communications and employee engagement

▪ Scope of Work

The scope of work is to source and appoint a suitable service provider to support the CME team in delivering engaging, measurable, and impactful internal stakeholder communications. Given the extensive scope of work, the DBSA reserves the right to appoint more than one service provider for this tender.

▪ Internal Communications Review

Review and analysis of current internal communications activities at the DBSA, including an overview of stakeholder's gaps and risks: highlighting areas where the DBSA could further leverage its existing tools (notably Microsoft 365 tools), opportunities for better communication within the existing channels and potential risks arising from lack of communication in certain areas. The following will be expected from the service provider as part of this review phase:

- Exploring the existing intranet (SharePoint), current usage of Microsoft Office 365 suite (i.e., Teams) and explore potential other internal communications channels to use (WhatsApp, Yammer etc.) to contribute to its design and moderation

- Investigate the possible role/contribution of Office 365 applications (Teams, Yammer) towards internal communications initiatives
- Review existing internal newsletter, Weekly Wrap, its development, content, and its dissemination to internal audiences and examine its utility and readership with a view to improve uptake
- Review the Weekly Wrap's analytics system and advise on appropriate improvements if required
- Review and advise on remote working-particular requirements that enhance collaboration among teams working from home or possible future hybrid working arrangement
- Conduct internal survey to gather feedback from staff

Based on the review, the service provider will be expected to:

- Make recommendations on how to improve and enhance DBSA's internal communications
- Develop a new internal communication strategy that includes an integrated employee communication and engagement plan and incorporates behavioral science where required.
- Make recommendations on best practice/recommended channels, creatives, and tactics for internal communications
- Develop a roadmap and deploy the required resources to implement the strategy
- Develop measurement tools/methodology to measure success of the strategy and plan implementation and make changes/tweaks where necessary
- Advise and make recommendations to CME regarding methodology and applicable cadence and time frame for internal communications initiatives
- Recommend ways to build a truly engaged, high-performing team
- Advise and recommend on the creation of intuitive engaging platforms for communication and determine the extent of use of our existing tools/systems.
- Make recommendations and if required, develop, or implement appropriate electronic communications systems
- Develop tools and templates for internal communication i.e., email templates etc.
- Implement appropriate measurement tools to assess effectiveness of campaigns and plans

Additional Requirements

Strategy

The appointed service provider must have experience developing and executing internal communications strategies.

Behavioural Science/Psychology and Gamification

Behavioral science can provide internal communicators with the insights as well as simple techniques to motivate employees to act. The appointed service provider should have experience and expertise in incorporating behavioural science and tactics such as gamification in internal communications campaigns with demonstrable results.

Content Development and Storytelling

The service provider will be required to develop a wide range of content for internal use. Furthermore, the service provider should have experience using storytelling technique to motivate and drive change, improve employee engagement and cohesion and to develop a compelling corporate narrative aligned to the Bank's strategy.

Emailers

- Be able to develop an approach that will increase the quality, credibility and readership of Bank wide emails and newsletters
- Editing and proofreading
- Design and layout
- Developing electronic email templates and layout.
- Development/creation of videos, photography, and animation for inclusion in Bank wide emails
- Embedding an analytics mechanism that will enable the measurement of readership, preference etc.
- Enhance employee's contribution to internal communication by creating and sharing informative content

Photography and video production

- The service provider is expected to have a full production team to be able to churn out video requests within 24hours in crisis situations
- Video production including video recording, editing and creation of animation and/or motion videos. The services will include the rent of studios and equipment, purchase of music, video, and photos necessary for the video development.

- Pre-production, production, and postproduction of videos, including but not limited to the format of interviews, event videos, final Project's videos; video directing, recording, and editing; creating motion videos, animations (audio-visualized animated works) etc.

Change management

- To review and advise on the business process for change management internally.
- Developing proactive strategies on how to introduce the change to the employees.
- Management of human and in human risks associated with the change; and
- Develop effective strategies on sustaining change.
- Provide key details on stakeholder consultations.
- Methodology and work plan for undertaking of each change initiative.
- Preconditions for successful execution of the assignment.
- Stakeholder awareness programme
- Aimed at determining preparedness for change, motivations for change, and restrictions that may obstruct the delivery of results, as well as controlling all resistance to the changes.
- Risks and mitigation are part of the proposed changes' transition plan.
- Training evaluations and reports
- Stakeholders will use this tool to track the implementation of deliverables.
- Report containing recommendations on institutional and organisational challenges and approaches that need to be altered to meet the reform goals.

Employee Volunteer Programme

The service provider must assist the DBSA in developing and rolling out an Employee Volunteer Programme aligned to the Bank's CSI programme. This will include the following:

- Conceptualise and design the programme

- Identify suitable partners for the Employee Volunteer Programme
- Development and implement a communications plan in support of the programme – this will also entail the design/creation of appropriate communication tactics
- Develop an online platform for the programme i.e., for employees

Conceptualization and Design

- Conceptualise and design an overall/corporate-level internal communications strategy that takes into consideration CME communications objectives, DBSA strategy and values.
- This design should make allowance for currently known annual communications campaigns and all ad-hoc campaigns and key strategic organisational changes that may arise within a given year.
- The recommended strategy therefore should ensure that there is overall messaging, tone, and brand alignment with all tactical campaigns irrespective of the channel used, as well as the procurement of any additional recommended channels/tools (i.e., digital table toppers, videography, digital posters, activation materials and giveaways/freebees).

Development, design, and execution

- This phase includes development, design and execution of internal communications plan and includes:
- Development of through-the-line internal communication plan and appropriate; campaigns as per the internal communications calendar.
- Project management in conjunction with CME.
- Design services, including the overall design for the Project and its specific activities, design on infographics, design and layout of publications, design of visibility items, development of logos etc. The services will include the purchase of necessary (stock) photos or other elements for the design creation.
- Copywriting, proof-reading and editing as and when required.
- Design direction for all print, audio-visual and digital mediums.
- Printing and finalization of digital design.
- Photo and video editing.

Measurement

- Be able to advise, develop and implement the CME unit on tools to effectively measure the effectiveness of tactics and channels used and success of campaigns according to pre-defined objectives
- Design and execution of appropriate staff feedback surveys/platforms.
- Provide reporting information on communication efforts that will contribute to improved internal brand health.

Reporting

- A weekly report of work briefed-in is required with a status update by 16:00 every Friday to ensure weekly planning efficiencies. The reporting period and timelines will be adjusted accordingly once the service provider selected has established a working relationship with CME.

Utilise an electronic communication system

- Use an electronic communication system that provides a content platform as well as all the functionality where well designed and great looking emails will be sent from. The platform must be compliant with information security, cybersecurity and data protection management capabilities and aligned to Protection of Personal Information Act (POPI).
- The service provider is required to have experience in communication design, distribution and measurement using a communication system that is suitable to the DBSA's IT environment.
- The communication system needs to provide dynamic reporting on individual user behaviour to enable the CME unit to track and improve their communications.
- The service provider will be required to report on the DBSA's user interactions with all communication monthly and provide the DBSA with strategic remedies to further harness internal communications.

Commitment to Adhere to Firm Delivery Period

- The service provider must be able to deliver project work within agreed timeframes after receiving detailed briefs. Timeframes will be dependent on CME's team's deadlines and the scope of work required.

▪Competency and Expertise Requirements

Human Resourcing Expertise:

The service provider must ensure that personnel allocated to the DBSA account have the required knowledge, qualifications, certification, where relevant as well as experience to undertake the work.

Company Experience:

The Service Provider must have 5 years or more experience in internal communications,

▪Project Reporting Arrangements

The Service Provider will report to the DBSA CME Head: Communications, Marketing and Events and the Internal Communications Specialist.

The Service Provider will be expected to engage regularly and report to Comms & Marketing, as per the schedule that will be agreed between the parties.

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.....

Price proposal

(Note: This page must be separated from the pre-qualifying and functional proposal. Failure to separate this, will lead to disqualification of the bid)

This template must be completed in full and included to Pricing Proposal submitted. Professional fees must be kept separate from other fees e.g. disbursements.

Pricing Schedule

Based on the requirements outlined in this Terms of Reference please provide an annual breakdown of your fees including the following:

Professional Fees					
Rate Card	Hourly Rate	Monthly Rate	Annual Rate: Year 1	Year 2	Year 3

- Monthly retainer

Pricing Proposal					
Recommended Resources	Recommended Number of Hours per month	Monthly Rate	Year 1	Year 2	Year 3

- Rate cards
- Third party costs e.g., photography, licensing, videography etc.

Include as a separate line-item provision for production and third-party costs as outlined in this term of reference for year 1, 2 and 3.

Third Party Costs			
	Year 1	Year 2	Year 3
Photography			
Licensing			
Videography etc			
Other			

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 **YES / NO**

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?

2.9.1 If so, furnish particulars.

.....

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

2.10.1 If so, furnish particulars.

.....

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

2.11.1 If so, furnish particulars:

.....

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

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

4. DECLARATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

Annexure C

SBD 6.1

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

1..1.8

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 preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:.....

ADDRESS.....

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT).....

CAPACITY.....

SIGNATURE

NAME OF FIRM.....

DATE.....

WITNESSES
1.
2.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- 1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4.I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.....

2.....

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:		

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

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.

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

SBD 9

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.

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 G

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 H

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

Annexure I

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 J

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 K

[General Conditions of Contract]

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

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

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

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

Annexure L

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:	
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The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption.
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TollFree : 0800 20 49 33
Email : dbsa@whistleblowing.co.za
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