

REQUEST FOR PROPOSALS

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|--|---|
| <p>YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED</p> | |
| <p>BID NUMBER: RFP291/2022</p> | |
| <p>COMPULSORY BRIEFING</p> | <p>An Online Briefing Link will be provided to join on Microsoft Teams</p> <p>Click here to join the meeting</p> <p>28 SEPTEMBER 2022 AT 10:00 AM</p> |
| <p>CLOSING DATE:</p> | <p>12 October 2022</p> |
| <p>CLOSING TIME:</p> | <p>23H55 via ONE DRIVE LINK</p> |
| <p>VALIDITY PERIOD:</p> | <p>120 days</p> |
| <p>DESCRIPTION OF BID:</p> | <p>APPOINTMENT OF SERVICE PROVIDERS TO SUPPORT THE DBSA WITH PROGRAMME /CONTRACTS/ ADMINISTRATIVE MANAGEMENT RESOURCES FOR THE EXECUTING OF THE ADOPT A DISTRICT PROGRAMME.</p> |
| <p>BID SUBMISSIONS ELECTRONICALLY:</p> | <ol style="list-style-type: none"> 1. Bidders are advised to kindly issue Tender Submission Link requests and all other enquiries to tebogoSCM@dbsa.org – ONLY 2. No – Tender Submission Link requests will be accepted after 16h00 on the 07 September 2022 Any requests after the stipulated date and time will be disregarded. 3. Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically. 4. Bidders who have received submission Links that have errors, will be provided with new Links for use. |
| <p>NAME OF BIDDER:</p> | |
| <p>CONTACT PERSON:</p> | |
| <p>EMAIL ADDRESS:</p> | |
| <p>TELEPHONE NUMBER:</p> | |
| <p>FAX NUMBER:</p> | |
| <p>BIDDER'S STAMP OR SIGNATURE</p> | |



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

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

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**PART A
INVITATION TO BID**

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

BID NUMBER: RFP291/2022

CLOSING DATE: 11 October 2022

CLOSING TIME: 23H55

DESCRIPTION: APPOINTMENT OF SERVICE PROVIDERS TO SUPPORT THE DBSA WITH PROGRAMME/CONTRACTS/ADMINISTRATIVE MANAGEMENT RESOURCES FOR THE EXECUTING OF THE ADOPT A DISTRICT PROGRAMME.

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

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

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

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

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

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

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

| | |
|--|--|
| NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM: | |
| POSTAL ADDRESS: | |
| STREET ADDRESS: | |
| CONTACT PERSON (FULL NAME): | |
| EMAIL ADDRESS: | |
| TELEPHONE NUMBER: | |
| FAX NUMBER: | |

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

PART B 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 ONLINE |
| 1.3. | BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. |
| 1.4. | WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. |
| 1.5. | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT. |
| 2. TAX COMPLIANCE REQUIREMENTS | |
| 2.1 | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 | BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. |
| 2.5 | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. |
| 2.6 | WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | |
| 3.1. | IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <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 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 documents and functional proposal
FOLDER 2 – Financial proposal
(FAILURE TO COMPLY WILL RESULT IN YOUR BID BEING DISQUALIFIED)

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

Annexure A: Price Proposal Requirement – **FOLDER 2**

Annexure B: SBD4 Declaration of Interest

Annexure C: SBD6.1 and B-BBEE status level certificate

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

Annexure E: SBD9: Certificate of Independent Bid Determination

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

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

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

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

Annexure J: General Condition of Contract

Annexure K: CSD Tax Compliance Status and Registration Requirements Report

PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

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

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2017.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause 0 (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 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- 1.13 **Functional Criteria** means the criteria set out in clause 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

Queries pertaining to this tender must be directed to: -

DBSA Supply Chain Management Unit

Email: tebogos2@dbsa.org

No questions will be answered telephonically.

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 | 22 / 09 / 2022 |
| RFP document available | 22 / 09 / 2022 |
| COMPULSORY BRIEFING | An Online Briefing Link will be provided to join on Microsoft Teams Click here to join the meeting 28 SEPTEMBER 2022 AT 10;00 AM |
| Closing date for tender enquiries | 07 / 10 / 2022 at 16h00 |
| Closing date and time | 12 / 10 / 2022 at 23h55 |
| Intended completion of evaluation of tenders | TBA |
| Intended formal notification of successful Bidder(s) | TBA |
| Signing of Service Level Agreement | TBA |
| Effective date | TBA |

4. SUBMISSION OF TENDERS

ELECTRONICALLY

- i. Bidders are advised to kindly issue Tender Submission Link requests and all other enquiries to tebogosc@dbsa.org - ONLY
- ii. No – Tender Submission Link requests will be accepted after 16h00 on the 07 October 2022. Any requests after the stipulated date and time will be disregarded.
- iii. Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.
- iv. Bidders who have received submission Links that have errors, will be provided with new Links for use.

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

- 5.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.
- 5.2 All persons (whether or not a participant in this tender process) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.
- 5.3 All Bidders are deemed to accept the rules contained in this RFP Part C.
- 5.4 The rules contained in this RFP Part C apply to:
 - 5.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
 - 5.4.2 the Tendering Process; and
 - 5.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

6. STATUS OF REQUEST FOR PROPOSAL

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.

7. ACCURACY OF REQUEST FOR PROPOSAL

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

8. ADDITIONS AND AMENDMENTS TO THE RFP

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

9. REPRESENTATIONS

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

10. CONFIDENTIALITY

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

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

- 11.1** All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.
- 11.2** All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to tebogoscm@dbsa.org
- 11.3** 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).
- 11.4** The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
- 11.5** Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.

11.6 In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).

11.7 A Bidder may, by notifying the Tender 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.

11.8

12. UNAUTHORISED COMMUNICATIONS

12.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Officer. Nothing in this clause 12 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.

12.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

13.1 Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.

13.2 The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.

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

14. ANTI-COMPETITIVE CONDUCT

14.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:

14.1.1 the preparation or lodgement of their Bid

14.1.2 the evaluation and clarification of their Bid; and

14.1.3 the conduct of negotiations with the DBSA.

14.2 For the purposes of this clause 14, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.

14.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

15. COMPLAINTS ABOUT THE TENDERING PROCESS

15.1 Any complaint about the RFP or the Tendering Process must be submitted to the 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)

15.2 The written complaint must set out:

15.2.1 the basis for the complaint, specifying the issues involved;

15.2.2 how the subject of the complaint affects the organisation or person making the complaint;

15.2.3 any relevant background information; and

15.2.4 the outcome desired by the person or organisation making the complaint.

15.3 If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA, and delivered to the physical address of the DBSA, as notified.

16. CONFLICT OF INTEREST

16.1 A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the DBSA and the Bidder's interests during the Tender Process.

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

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

17. LATE BIDS

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

17.2 Bids 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.

17.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 17.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

18. BIDDER'S RESPONSIBILITIES

18.1 Bidders are responsible for:

18.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;

18.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;

18.1.3 ensuring that their Bids are accurate and complete;

18.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;

18.1.5 ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and

18.1.6 submitting all Compulsory Documents.

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

18.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.

18.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.

18.5 Failure to provide the required information may result in disqualification of the Bidder.

19. PREPARATION OF BIDS

19.1 Bidders must ensure that:

19.1.1 their Bid is submitted in the required format as stipulated in this RFP; and

19.1.2 all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.

19.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.

19.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.

19.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid or be included in a general statement of the Bidders usual operating conditions.

19.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

20.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.

20.2 The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.

20.3 The DBSA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the DBSA reasonably considers that the correction would materially alter the substance of the Bid or effect the fairness of the Tendering Process.

21. OBLIGATION TO NOTIFY ERRORS

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

22. RESPONSIBILITY FOR BIDDING COSTS

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

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

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

24. USE OF BIDS

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

25. BID ACCEPTANCE

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

26. EVALUATION PROCESS

26.1 The Bids will be evaluated and adjudicated as follows:

26.1.1 FIRST STAGE – RESPONSIVENESS

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

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

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

| Responsiveness Criteria | | Clarification Time | Applicable to this Tender (Y/N) | Bidder to indicate Compliance (Y/N) |
|-------------------------|---|--------------------|---------------------------------|-------------------------------------|
| 5 | Standard conditions of tender as required. | 48 hours | Y | |
| 6 | Returnable documents completed and signed. | 48 hours | Y | |
| 7 | Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: - Bidder must be fully registered & compliant in order to do business with the DBSA. | 72 hours | Y | |
| 8 | A valid and active Tax Compliance Status Pin issued by SARS. | 48 hours | Y | |
| 9 | Valid original/ certified letter of good standing (COIDA). | 48 hours | Y | |

C. Only bids which satisfy the following eligibility criteria will be evaluated further (Price and Preference).

Preference). Those who do not comply will be deemed non-responsive and be disqualified.

26.2 SECOND STAGE: PRICE AND PREFERENTIAL POINTS ASSESSMENT

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

Price points 80

Preferential procurement points 20

26.2.2 Price points

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

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

Where:

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

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

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

26.2.3 Preferential procurement points

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

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

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

26.2.4 Total

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

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

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

27. STATUS OF BID

27.1 Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.

27.2 A Bid must not be conditional on:

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

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

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

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

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

27.3 The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).

27.4 The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

28. CLARIFICATION OF BIDS

28.1 The DBSA may seek clarification from and enter discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought or discussions are had in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.

28.2 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.

29. DISCUSSION WITH BIDDERS

29.1 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.

29.2 As part of the evaluation of this Bid, DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.

29.3 The DBSA is under no obligation to undertake discussions with, and Bidders.

29.4 In addition to presentations and discussions, the DBSA may request some or all Bidders to:

29.4.1 conduct a site visit, if applicable;

29.4.2 provide references or additional information; and/or

29.4.3 make themselves available for panel interviews.

30. SUCCESSFUL BIDS

30.1 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.

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

30.3 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.

31. NO OBLIGATION TO ENTER INTO CONTRACT

31.1 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.

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

32. BIDDER WARRANTIES

32.1 By submitting a Bid, a Bidder warrants that:

- 32.1.1** 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;
- 32.1.2** it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
- 32.1.3** 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;
- 32.1.4** it accepts and will comply with the terms set out in this RFP; and
- 32.1.5** it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

33. DBSA'S RIGHTS

33.1 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:

- 33.1.1** cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
- 33.1.2** alter the structure and/or the timing of this RFP or the Tendering Process;
- 33.1.3** vary or extend any time or date specified in this RFP
- 33.1.4** terminate the participation of any Bidder or any other person in the Tendering Process;
- 33.1.5** require additional information or clarification from any Bidder or any other person;
- 33.1.6** provide additional information or clarification;
- 33.1.7** negotiate with any one or more Bidder;
- 33.1.8** call for new Bid;
- 33.1.9** reject any Bid received after the Closing Time; or
- 33.1.10** to split the award based on the value for money, stock availability and lead time to delivery;
- 33.1.11** reject any Bid that does not comply with the requirements of this RFP.

34. GOVERNING LAWS

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

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

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

35. MANDATORY QUESTIONS

35.1 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.

35.1.1

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

35.1.2

| | | |
|---|----------------------|------------------------------------|
| 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 |
| | | |

35.1.3

| | | |
|---|----------------------|------------------------------------|
| 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 |
| | | |

35.1.4

| | | |
|---|----------------------|------------------------------------|
| 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. | | |
|--|--|--|

35.1.5

| | | |
|--|----------------------|------------------------------------|
| 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 |
| | | |

35.1.6

| | | |
|---|----------------------|------------------------------------|
| 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 |
| | | |

35.1.7

| | | |
|--|----------------------|------------------------------------|
| 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 |
| | | |

35.1.8

| | | |
|--|----------------------|------------------------------------|
| 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 |
| | | |

35.1.9

| | | |
|--|----------------------|------------------------------------|
| 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 |
| | | |

35.1.10

| | | |
|---|----------------------|------------------------------------|
| 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 |
|---|----------------------|------------------------------------|

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35.1.11

| | | |
|---|----------------------|------------------------------------|
| 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 |
| | | |

35.1.12

| | | |
|--|----------------------|------------------------------------|
| 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 |
| | | |

35.1.13

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

35.1.14

| | | |
|---|----------------------|------------------------------------|
| 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 |
| | | |

35.1.15

| | | |
|--|----------------------|------------------------------------|
| 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 | Comply/Accept | Do not comply/Do not accept |
| | | |

| | | |
|--|--|--|
| <p>which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.</p> <p>Such cancellation shall mean that the DBSA reserves the right to award the same proposal to next best Bidders as it deems fit.</p> | | |
|--|--|--|

35.1.16

| | | |
|--|----------------------|------------------------------------|
| <p>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.</p> | Comply/Accept | Do not comply/Do not accept |
| | | |

35.1.17

| | | |
|---|----------------------|------------------------------------|
| <p>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.</p> | Comply/Accept | Do not comply/Do not accept |
| | | |

35.1.18

| | | |
|--|----------------------|------------------------------------|
| <p>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.</p> | Comply/Accept | Do not comply/Do not accept |
| | | |

35.1.19

| | | |
|--|----------------------|------------------------------------|
| 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. | | |

35.1.20

| | | |
|--|----------------------|------------------------------------|
| 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 |
| | | |

35.1.21

| | | |
|--|----------------------|------------------------------------|
| 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 |
| | | |

35.1.22

| | | |
|--|----------------------|------------------------------------|
| Evaluation of Bids shall be performed by an evaluation panel established by the DBSA. Bids shall be evaluated on the basis of conformance to the required specifications (functionality) as outlined in the RFP. For Bids considered for price and preference evaluation, points shall be allocated to each Bidder, on the basis that the maximum number of points that may be scored for price is 80, and the maximum number of preference points that may be claimed for B-BBEE status level of contributor (according to the PPPFA Regulations) is 20. | Comply/Accept | Do not comply/Do not accept |
| | | |

35.1.23

| | | |
|--|----------------------|------------------------------------|
| 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 |
| | | |

35.1.24

| | | |
|--|----------------------|------------------------------------|
| 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 |
| | | |

35.1.25

| | | |
|--|----------------------|------------------------------------|
| 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 |
| | | |

35.1.26

| | | |
|--|----------------------|------------------------------------|
| 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 |
| | | |

35.1.27

| | | |
|---|----------------------|------------------------------------|
| 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 |
| | | |

35.1.28

| | | |
|--|----------------------|------------------------------------|
| <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 |
| | | |

35.1.29

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

| | | |
|---|--|--|
| 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. | | |
|---|--|--|

35.1.30

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

Signature(s) of Bidder or assignee(s)

Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)

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

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

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

Cell Number:

Email Address.....

PART E

TERMS OF REFERENCE: APPOINTMENT OF SERVICE PROVIDERS TO SUPPORT THE DBSA WITH PROGRAMME/CONTRACTS/ADMINISTRATIVE MANAGEMENT RESOURCES FOR THE EXECUTING OF THE ADOPT A DISTRICT PROGRAMME.

1. INTRODUCTION

The Local Government (LG) has faced numerous challenges that impact service delivery and financial sustainability, which have been caused by among other factors, poor infrastructure management, degenerating revenues and poor infrastructure planning.

2. BACKGROUND

The Adopt A District Program was established to address various municipal challenges in the following areas;

➤ POOR CO-ORDINATION OF LG SUPPORT

- Inadequate institutional coordination and alignment of a wide range of current support initiatives/programs in municipalities
- Ad hoc support, single initiatives and difficult to evaluate impact
- Poor integration and co-ordination internally and with external parties

The programme will provide a District Based Approach with a fully integrated support, providing a programmatic and more coherent support package to targeted districts over a period to enhance sustainability. There will be an alignment with the DDM approach to achieve better development impact. The programme aims to increase sustainable developmental outcomes in South Africa Districts through an integrated programmatic and partnership approach to municipalities.

The contract is a 5-year agreement, which will require a Professional Service Provider (PSP), to support the DBSA with full time, Programme/Contracts/Administrative Management resources for the execution and monitoring of the Programme and DBSA internal initiatives.

The resources will be based at the DBSA on a full-time bases, for the contract period for the and will report directly to their line manager at DBSA.

3. SCOPE

The scope of work for the PSP is categorized as follows:

- Administration of Programmes
- Overall Programme Management
- Program Planning

- Program Reporting
- Procurement Management
- Project Contract Management
- Support provision to selected Districts
- Assist in the Coordination of Programme Management Units (PMUs)

3. KEY RESOURCES

| Resource | | |
|----------|-------------------|---|
| No | Resource Name | Roles Description |
| 1. | Programme Manager | <ul style="list-style-type: none"> • Planning and designing the programme and proactively monitoring its progress, resolving issues, and initiating appropriate corrective action. • ensuring effective quality assurance and the overall integrity of the programme - focusing inwardly on the internal consistency of the programme, and outwardly on its coherence with infrastructure planning, interfaces with other programmes, technical and specialist standards. • managing the programme's budget on behalf of the PMO, monitoring expenditure and costs against delivered and realised benefits as the programme progresses. • managing third party contributions to the programme. • managing both the dependencies and the interfaces between projects. • managing risks to the programme's successful outcome. • working with the business change manager or equivalent on the transition to the new business as usual position. • reporting the progress of the programme at regular intervals to the PMO and DBSA Local Government Support Unit (LGSU). |
| 2. | Contracts Manager | <ul style="list-style-type: none"> • Preparation and coordination of necessary documentation to facilitate the effective execution of the programs. • Ensuring contracts are managed in a fair way for all parties. • Monitoring performance by identifying and resolving areas of concern. • Continuously monitor deliverables against contract's performance. • Management and administration of PSP contracts and processes. • Adjudicating and awarding contracts claims. • Attend too and advice on disputes resolutions. • Contract change management • Quality monitoring and supervision of the PSP performance against contract. • Maintain the LGSU database and ensure that all information is stored and secure. |

| | | |
|----|-----------------------|--|
| | | <ul style="list-style-type: none"> • Any other duties assigned in furtherance of the LGSU strategy. • Ensure that LGSU activities, outputs, outcomes and resource requirements are appropriately considered and included in the organisation's business planning and budgeting process. • Any other duties assigned in furtherance of the LGSU strategy. |
| 3. | Project Administrator | <ul style="list-style-type: none"> • Manage data in spreadsheets and reports of programmes • Keep records and reports up to date for reports coming out from projects and program managers • Help maintain the budget plan of the unit • Organize and schedule meetings and workshops for the PMO • Management of LGSU unit hub • Handle technical issues in their area of expertise especially in report writing and document management. • Carry out office duties, including drafting of letters and assisting with Stakeholder engagement meetings. |

Key Resources' Experience and Requirements.

| Technical scorecard | | | |
|--|--|--|----------------|
| Key Resource | | Minimum Experience for each key resource | Maximum points |
| A. Experience / track record of the key resources | | | 64 |
| Programme Manager x2 | <p>Bachelor's Degree/BTech in Project Management, Engineering or Law.</p> <p>Registered Professional Project Manager in terms of the Project Management Professions Act, 2000 (SACPMP and PMI)</p> <p>Must preferably have 5 years' experience in Programme and Project Management.</p> <p>Involvement in managing municipal programmes.</p> | <p>Excellent: 5 years' experience and above = 24 points</p> <p>Good: 4 years' experience = 17 points</p> <p>Average: 3 years' experience = 12 points</p> <p>Poor: 2 years' experience = 8 points</p> | 24 |

| Technical scorecard | | |
|--|--|--|
| Key Resource | Minimum Experience for each key resource | Maximum points |
| A. Experience / track record of the key resources | | 64 |
| Contracts Manager | <p>LLB Degree or Bcom Law Degree with a minimum of 5 years post qualification experience.</p> <p>Must preferably have 5 years' experience in Contracts Management in the municipal space.</p> <p>Experience in the management of contracts such as GCC 2015 and CIDB for services, other contracts such as FIDIC and NEC3 will also be considered.</p> | <p>Excellent: 5 years' experience and above = 24 points</p> <p>Good: 4 years' experience = 17 points</p> <p>Average: 3 years' experience = 12 points</p> <p>Poor: 2 years' experience = 8 points</p> <p>24</p> |
| Project Administrator | <p>Diploma or equivalent in Administration, Project Management qualified in the Municipal space</p> <p>Must preferably have 5 years' experience in Administration Management.</p> <p>Involvement in the administration of municipal projects.</p> | <p>Excellent: 5 years' experience and above = 16 points</p> <p>Good: 4 years' experience = 11 points</p> <p>Average: 3 years' experience = 8 points</p> <p>Poor: 2 years' experience = 5 points</p> <p>16</p> |

| Technical scorecard | | |
|---|---|--|
| Technical proposal | Scoring (for whole or each sub-element where applicable) | Maximum points |
| B. Experience / track record of the tendering entity in executing work of similar nature | | 36 |
| B1 | <p>Tenderer must have completed preferably 5 projects in Programme / Project Management work in the Local Government.</p> | <p>Excellent: 5 years' experience and above = 36 points</p> <p>Good: 4 years' experience = 25 points</p> <p>36</p> |

| Technical scorecard | | |
|---|---|-----------------------|
| Technical proposal | Scoring (for whole or each sub-element where applicable) | Maximum points |
| B. Experience / track record of the tendering entity in executing work of similar nature | | 36 |
| | <p>Average:3 years' experience = 18 points</p> <p>Poor: 2 years' experience = 12 points</p> | |
| Total points | | 100 |
| Minimum Threshold for Functionality | | 70 |

Annexure A

SBD 6.1

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

1.1.6.1

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to 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 | | NO | |
|-----|--|----|--|

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..... |

Annexure B

Price proposal

This template must be completed in full and included as Annexure A to Pricing Proposal submitted.

Special Note:

- The appointed PSP will be required to make resources available on a full-time bases and report to DBSA offices at Headway Hills, Midrand.
- The DBSA will not be responsible for the living out allowance (Off Duty accommodation) of the resources, such cost is deemed to be covered on the total rate.
- The resources will be required to travel and sleep over, such cost shall be compensated in accordance to the norms and standards of the DBSA.
- Office space, Telephone, internet access and emails shall be made available for the Project Managers stationed at the Bank.

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

The prospective service provider will be appointed for a period of five years with each year reviewed annually based a satisfactory performance appraisal.

| ID | DESCRIPTION | UNIT | QUANTITY | RATE | TOTAL AMOUNT |
|------------------|-----------------------|-------|----------|------|--------------|
| A | Key Resources | | | | |
| 1 | Contracts Manager | Month | 12 | | |
| 2 | Program Manager. A | Month | 12 | | |
| 3 | Program Manager. B | Month | 12 | | |
| 4 | Project Administrator | Month | 12 | | |
| Sub Total | | | | | |
| 15% VAT | | | | | |
| TOTAL | | | | | |

ANNUAL ESCALATION

We understand that there will be an escalation of on prices annually. Please indicate below what the expected escalation will be. The bidder will be held to these percentages. These percentages will be considered when evaluating the tender. DBSA reserves the right to negotiate the percentage increment with the successful service provider.

Year 2: Percentage on escalation_____

Year 3: Percentage on escalation_____

Year 4: Percentage on escalation_____

Year 5: Percentage on escalation_____

PROFESSIONAL FEES,

I, the undersigned, do hereby declare that the above is a proper pricing data forming part of this Contract **RFP.....**

SIGNED ON BEHALF OF TENDERER:_____Date:_____

Compiled by:

Papa Djan _____
Signature

Date _____

Approved by:

Chucheka Mhlongo _____
Signature

Date _____

Annexure C

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| Item | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 4.1 | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

| | | | |
|-------|---|---------------------------------|--------------------------------|
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

.....
Position

.....
Name of Bidder

Annexure D

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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 E

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 F

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

Annexure G

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 H

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 I

[General Conditions of Contract]

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

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

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

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

Annexure J

Tax Compliant Status and CSD Registration Requirements

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

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

| | |
|---------------------------------|--|
| CSD Registration Number: | |
|---------------------------------|--|



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

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