

## REQUEST FOR PROPOSALS

**YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED**

<b>BID NUMBER:</b>	<b>RFP362/2022</b>
<b>COMPULSORY BRIEFING SESSION DETAILS:</b>	<p><b>27 January 2023 at 10:30am</b>  <b>Microsoft Teams meeting</b></p> <p>Join on your computer, mobile app or room device  <a href="#">Click here to join the meeting</a>  Meeting ID: 360 333 316 818  Passcode: ynUHBV</p>
<b>CLOSING DATE:</b>	<b>08 February 2023</b>
<b>CLOSING TIME:</b>	23H55
<b>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</b>	120 days
<b>DESCRIPTION OF BID:</b>	<b>An Appointment of a service provider to support the DBSA with a review of the existing human capital policies, update / provision of a complete suite of human capital policies.</b>
<b>BID DOCUMENTS DELIVERY ADDRESS:</b>	<p><b>1. ELECTRONIC SUBMISSIONS</b>  <u><b>INSTRUCTIONS:</b></u></p> <ul style="list-style-type: none"> <li>➤ Bidders are required to issue Tender Submission Link requests and all other enquiries to <a href="mailto:tumim@dbsa.org">tumim@dbsa.org</a> <b>ONLY</b>;</li> <li>➤ <b>No</b> – Tender Submission Link requests will be accepted after <b>16h00 on the 06 February 2023</b>. Any requests after the stipulated date and time will be disregarded.</li> <li>➤ Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.</li> </ul>

	<p><b>NB: Electronic submission is encouraged for all bidder's interest in this tender bid</b></p> <p><b>Closing date 08 February 2023 before 23:55. All bids must be in on the 08 February 2023.</b></p>
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	



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

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

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## PART A

### INVITATION TO BID

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

BID NUMBER: **RFP362/2022**

#### DESCRIPTION:

**AN APPOINTMENT OF A SERVICE PROVIDER TO SUPPORT THE DBSA WITH A REVIEW OF THE EXISTING HUMAN CAPITAL POLICIES, UPDATE / PROVISION OF A COMPLETE SUITE OF HUMAN CAPITAL POLICIES.**

COMPULSORY BRIEFING: **27 January 2023 at 10:30am**

**LINK REQUESTS: No** – Tender Submission Link requests will be accepted after **16h00 on the on the 06 February 2023**. Any requests after the stipulated date and time will be disregarded.

CLOSING DATE: **08 February 2023**

CLOSING TIME: **23H55**

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

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

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

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

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

<b>NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:</b>				
<b>POSTAL ADDRESS:</b>				
<b>STREET ADDRESS:</b>				
<b>CONTACT PERSON (FULL NAME):</b>				
<b>EMAIL ADDRESS:</b>				
<b>TELEPHONE NUMBER:</b>				
<b>FAX NUMBER:</b>				
<b>BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM</b>				
<b>BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM</b>				
<b>BBBEE STATUS LEVEL VERIFICATION CERTIFICATE / BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED?</b> [TICK APPLICABLE BOX]	YES		NO	
<b>IF YES, WHO ISSUED THE CERTIFICATE?</b>				
<b>REGISTERED WITH THE NATIONAL TREASURY CSD</b> [TICK APPLICABLE BOX]	YES		NO	

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

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY (ONE DRIVE LINK) BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? NO	<input type="checkbox"/> YES <input type="checkbox"/>
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? NO	<input type="checkbox"/> YES <input type="checkbox"/>
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? NO	<input type="checkbox"/> YES <input type="checkbox"/>
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/>

NO

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

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



## PART C

### CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

- Tick in the relevant block below
- Ensure that the following documents are completed and signed where applicable:
- Use the prescribed sequence in attaching the annexes that complete the Bid Document

**NB:** Should all of these documents not be included, the Bidder may be disqualified on the basis of non-compliance

**YES      NO**

<input type="checkbox"/>	<input type="checkbox"/>	One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation Folder 2 - Price / Financial Proposal – <b>Electronic submission</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part A:</b> Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part B:</b> Terms and Conditions of Bidding
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part C:</b> Checklist of Compulsory Returnable Schedules and Documents
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part D:</b> Conditions of Tendering and Undertakings by Bidders
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part E: Specifications/Terms of Reference and Project Brief</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure A:</b> Price Proposal Requirement
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure B:</b> SBD4 Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure C:</b> SBD6.1 and B-BBEE status level certificate
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure D:</b> SBD8: Declaration of Bidder's Past Supply Chain Practices – N/A
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure E:</b> SBD9: Certificate of Independent Bid Determination – N/A
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure F:</b> Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure G:</b> Certified copies of latest share certificates, in case of a company.

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

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

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**Annexure J:** General Condition of Contract

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**Annexure K:** CSD Tax Compliance Status and Registration Requirements Report

## PART D

### CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

#### 1. DEFINITIONS

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

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2017.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause 4 (Bid Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 27 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- 1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.

- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.
- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2017 published in terms of the PPPFA.
- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause 27.3 of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause 27.5 of this Part C, as prescribed by the PPPFA.
- 1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.21 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22 **SARS** means the South African Revenue Service.
- 1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 **SLA** means service level agreement.
- 1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 **State** means the Republic of South Africa.
- 1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.30 **Website** means a website administered by DBSA under its name with web address [www.dbsa.org](http://www.dbsa.org)

## 2. INTERPRETATIONS

In this RFP, unless expressly provided otherwise a reference to:

- 2.1 "includes" or "including" means includes or including without limitation; and
- 2.2 "R" or "Rand" is a reference to the lawful currency of the Republic of South Africa.

### 3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

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

No questions will be answered telephonically.

### 4. BID TIMETABLE

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

Activity	Date
Advertisement of tender	13 / 12/ 2022
RFP document available	14/12 / 2022
Compulsory briefing session	27/01/2023 at 10H30am
Closing date for tender enquiries	06 / 02 / 2023
Link requests	06 / 02 / 2023 by 16h00
Closing date and time	08 / 02 / 2023 at 23h55
Intended completion of evaluation of tenders	3/03/2023
Intended formal notification of successful Bidder(s)	28/03/ 2023
Signing of Service Level Agreement	31/03/2023
Effective date	03/04/ 2023

### 5. SUBMISSION OF TENDERS

#### Instructions:

- Bidders are required to issue Tender Submission Link requests and all other enquiries to [TumiM@dbsa.org](mailto:TumiM@dbsa.org) **ONLY**.
- **No** – Tender Submission Link requests will be accepted after **16h00 on the 06 February 2023**. Any requests after the stipulated date and time will be disregarded.
- Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.

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

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

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

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

- 7.1 This RFP is an invitation for person(s) to submit a proposal(s) for the provision of the services as set out in the Specification contained in this RFP. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights. No binding contract or other understanding for the supply of services will exist between the DBSA and any Bidder unless and until the DBSA has executed a formal written contract with the successful Bidder.

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

- 8.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 8.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).

- 8.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

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

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

## **10. REPRESENTATIONS**

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

## **11. CONFIDENTIALITY**

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

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

- 12.1 All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.
- 12.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to [tumim@dbsa.org](mailto:tumim@dbsa.org)
- 12.3 Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).
- 12.4 The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.

- 12.5 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.
- 12.6 In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).
- 12.7 A Bidder may, by notifying the Tender Officer in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

### **13. UNAUTHORISED COMMUNICATIONS**

- 13.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Officer. Nothing in this clause 13 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.
- 13.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

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

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

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

- 15.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
- 15.1.1 the preparation or lodgement of their Bid
  - 15.1.2 the evaluation and clarification of their Bid; and
  - 15.1.3 the conduct of negotiations with the DBSA.
- 15.2 For the purposes of this clause 15, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.



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

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

- 16.1 Any complaint about the RFP or the Tendering Process must be submitted to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, ([tumim@dbsa.org](mailto:tumim@dbsa.org))
- 16.2 The written complaint must set out:
- 16.2.1 the basis for the complaint, specifying the issues involved;
  - 16.2.2 how the subject of the complaint affects the organisation or person making the complaint;
  - 16.2.3 any relevant background information; and
  - 16.2.4 the outcome desired by the person or organisation making the complaint.
- 16.3 If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA, and delivered to the physical address of the DBSA, as notified.

## **17. CONFLICT OF INTEREST**

- 17.1 A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the DBSA and the Bidder's interests during the Tender Process.
- 17.2 The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.
- 17.3 The DBSA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the DBSA of the conflict as required.

## **18. LATE BIDS**

- 18.1 Bids must be delivered by the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.
- 18.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in

relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.

- 18.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 18.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

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

- 19.1 Bidders are responsible for:

- 19.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;
- 19.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;
- 19.1.3 ensuring that their Bids are accurate and complete;
- 19.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
- 19.1.5 ensuring that they comply with all applicable laws in regards to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
- 19.1.6 submitting all Compulsory Documents.

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

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

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

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

## **20. PREPARATION OF BIDS**

### **20.1 Bidders must ensure that:**

- 20.1.1 their Bid is submitted in the required format as stipulated in this RFP; and
- 20.1.2 all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.

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

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

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

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

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

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

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

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

## **22. OBLIGATION TO NOTIFY ERRORS**

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

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

23.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.

23.2 The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:

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

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

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

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

24.1.1 as required by law;

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

24.1.3 to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

## **25. USE OF BIDS**

25.1 Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights in any intellectual property contained in the Bids.

25.2 Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

## **26. BID ACCEPTANCE**

All Bids received must remain open for acceptance for a minimum period of 120 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 – Test for administrative Responsiveness**

The test for administrative responsiveness will include the following:

### **Stage 1: Responsiveness**

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

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

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

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

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

**C.** Only bids which satisfy the following pre-qualification criteria in respect of minimum qualifications will be evaluated for Functionality. Note that it is a requirement that copies of educational qualifications, professional registration must be included for each expert.

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
<b>3</b>	Project Lead must be an Admitted Attorney and/or Advocate and hold a Law qualification (non-negotiable) and have minimum 10 year's demonstrated experience	<b>Pre-Qualifier</b>	Y

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
	Employee Relations / Human Resources legal consulting / Labour Relations advisory experience.		
4	Reference Letters (minimum of 3 trade references, not older than 5 years, from Clients relating to similar projects successfully completed).	Pre-Qualifier	Y

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

#### 27.1.2 Second Stage – Functional criteria

27.1.1 Only those Bidders which score **[80]** points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid. Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

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

#### 27.1.2 Third Stage – price and preferential points

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

27.1.2.2 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.

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

### 27.3 **Qualification: Pre-Qualifying Criteria**

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

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

### 27.4 **Second Stage: Functional Criteria**

The Functional Criteria that will be used to test the capability of Bidders are as follows: The technical proposal will be evaluated according to the criteria and scoring system **indicated under terms of reference section 9 on page 44 – 51 of this document**. The technical score will be calculated out of 100 points, and only those bids that achieve a threshold of **80 points** or more for the technical proposal will move to the next level of evaluation.

### 27.5 **Third Stage: Price and Preferential Points Assessment**

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

Price points 80

Preferential procurement points 20

#### 27.5.2 **Price points**

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

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

Where:

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

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

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

### 27.5.3 Preferential procurement points

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

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

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.

### 27.5.4 Total

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

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

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

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

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

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 within two working days after the request has been made, otherwise the proposal may be disqualified.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

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

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

36.1.7

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

#### 36.1.9

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

#### 36.1.10

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

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

#### 36.1.12

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

36.1.13

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

36.1.14

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

36.1.15

<p>Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. The DBSA shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the Bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.</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>	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

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

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

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

36.1.19

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

Valid or Active CIDB Certificate etc.) for the relevant subcontractor as a minimum in support of the subcontracting arrangement.		
4. Subcontracting must not contradict any Regulation or Legislation.		
5. No separate contract shall be entered into between the DBSA and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.		

#### 36.1.20

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

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

#### 36.1.22

Evaluation of Bids shall be performed by an evaluation panel established by the DBSA.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>



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

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

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

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

his original Bid response valid under the same terms and conditions for a further period.		
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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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

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

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

36.1.29

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

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

#### 1. Context

The Development Bank of Southern Africa (“DBSA” or “The Bank”) has positioned itself into a development finance institution (“DFI”) that champions and leads infrastructure integration and development. The Bank has sought to promote economic and social development by mobilising financial and other resources from the national and international, private, and public sectors for sustainable development projects in South Africa, the Southern African Development Community (“SADC”) region and the whole of the African continent. In broad and aspirational terms, the DBSA has the vision of “a prosperous and integrated resource efficient region, progressively free of poverty and dependency”. For more information, please access the website at [www.dbsa.org](http://www.dbsa.org).

To achieve its vision, the DBSA aims to have relevant, fit-for-purpose Human Capital (“HC”) policies, which guide the dynamic employment relationship between the DBSA and its employees. The HC policies should outline the employers’ expectations of their employees through fair and well-articulated policies, guidelines, practices, procedures, and benefits as they relate to the employment relationship.

#### 2. Purpose

The Bank has 11 Divisions and 8 Implementing Agencies / Programmes. This has resulted in different types of employment contracts, including permanent and fixed-term (short and long-term) employees for the Bank as well as those who are employed specifically for particular mandates and programmes. The DBSA also employs in-house security personnel on a permanent basis.

The DBSA wishes to appoint a suitably experienced and professional service provider to support the HC Division in revising the current HC policies, processes, practices, and guidelines and, where relevant, creating new HC policies, processes and guidelines.

***The DBSA’s current suite of policies that require review consist of approximately 6 policies that range between 7 and 42 pages each. This list is set out in more detail below. The DBSA anticipates that the gap analysis, review, and introduction of new policies will result in a suite consisting of approximately 15 to 20 policies and guidelines, with an average of 10 pages or less, for each policy (this is subject to the findings of the gap analysis).*** The DBSA’s current suite of Employee related policies for review is as follows:

Policy	Purpose of policy	Number of pages
Employment Policy	<p>This condensed policy outlines the Bank's employment practices with regards to below mentioned and also serves as a summary of related policies:</p> <ul style="list-style-type: none"> <li>• Remuneration</li> <li>• Benefits</li> <li>• Leave (Including Annual, Sick, Maternity, etc.)</li> <li>• Learning &amp; Development</li> <li>• Workplace Conduct</li> <li>• Separation of Employment</li> <li>• Employee Relations</li> <li>• Employee Wellness</li> <li>• Terms &amp; Conditions of employment for Short Term Fixed Term Contractors</li> </ul>	37
Training Policy	<p>To foster a learning culture that promotes human capital development and talent management and growth in order to create an attractive employee value proposition for staff both current and potential.</p> <p>To set out principles to guide governance, co-ordination, and prioritization of learning and development needs and activities of the Bank within available resources to the benefit of individuals, groups and the organisation.</p>	12
Disciplinary Code & Procedure	The purpose of the Code is to set down rules for dealing with misconduct and its possible sanctions to make DBSA Employees aware of what is expected of them. It serves as an essential tool to communicate unacceptable conduct and the consequences in cases of transgression of this Code.	42
Recruitment Policy & Process	The policy outlines the principles and processes underpinning the DBSA's approach to recruitment of employees in various employment categories. The policy is a framework to ensure that the organisation is compliant with legislation and guides the appointment of individuals that fit the vision and embrace the values of the DBSA.	11
Grievance Policy	The grievance policy provides a framework for the handling of employee grievances. It also enables an employee who raises a grievance to have that grievance addressed in a fair and expeditious manner.	7

## **2. Purpose (continued)**

The review should take into consideration the following:

- The differences in employee contractual arrangements (permanent employees, temporary employee's vs employees on specific programmes);
- The implications of Sectorial Agreements on the DBSA policies (e.g., inhouse security employees);
- New policies which may be required;
- Changes in legislation;
- Ensure alignment to the DBSA Delegations of Authority; and
- Ensure alignment with the DBSA Policy Alignment Framework.

## **3. Detailed Scope of the Assignment**

The DBSA requires policies appropriate to its workplace that take into consideration changes in labour law, legislation, etc. and cater for a workforce of the future.

As part of the service, the service provider will be required to: -

- Initiate the project by gaining an understanding of the organisational needs (engage / interview key stakeholders in HC and Business).
- Identify bottlenecks, lessons learnt and conduct gap analyses of current HC policies, processes, practices, and guidelines.
- Identify areas of concern in current policies, practices and guidelines, and provide revised and/or proposed changes to address these.
- Make recommendations on what should be documented in policies vs guidelines and practices.
- Conduct appropriate benchmarks where required with agreed comparators / organisations.
- Develop new HC policies, processes and guidelines that have been identified in the gap analyses and agreed to with the DBSA.
- Ensure integration and alignment to related Bank wide policies within the DBSA (for example the S&T Policy, Declaration of Interest Policy (Outside Business Interests), Insurance Policies , etc.

- Ensure legal compliance.
- Ensure alignment of the HC policies with the DBSA Policy Development framework and Delegation of Authority.
- Align associated documentation to the new HC policies, e.g., Acknowledgment of Debt.
- Work with the relevant HC Heads and/or Group Executives in their areas of accountability for context, alignment, integration and seeing the project to finalisation and approval.
- Present an implementation plan for approval.
- Facilitate workshops with key stakeholders to review and socialise policy suite (estimated 5 workshops in total).
- Present at Exco and/or Human Resources Committee (“HRC”) on proposed changes to the current suite of policies for sanctioning, approval, and publication.
- Prepare change management communication for DBSA employees outlining new and/or changes to the current policies.
- Provide training to the HC community on application of the new policies.
- Assist HC with training and implementation of updated and new policies to the Bank, including the process of consultation with employees where applicable.
- Awareness of approved policies should preferably be conducted via electronic toolkits to be designed and delivered as part of the roll out to employees
- Provide electronic copies of the completed DBSA Human Capital policies to the Group Executive: Human Capital at the end of the project.
- Provide a close out report at the end of the project.



### 3. STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Responsiveness check (Eligibility)	
<b>Adherence in submitting Tender as two stage folders:</b>	
Folder 1 - Prequalifying & Functionality proposal Folder 2 - Pricing proposal (Annexure A)	
<ul style="list-style-type: none"> <li>Whether the Tender contains a separate, sealed pricing schedule – <b>please complete and return Annexure A</b></li> </ul>	
<ul style="list-style-type: none"> <li>Attendance of the Briefing session – Virtual</li> </ul>	
<ul style="list-style-type: none"> <li>Whether all Returnable Documents were completed and returned by the closing date and time</li> </ul>	
<ul style="list-style-type: none"> <li>Company's Tax Status on National Treasury Central Supplier Database (CSD) [Disqualifier] <ul style="list-style-type: none"> <li>This requirement will be a disqualifier where the bidder's tax status on the CSD is non-compliant</li> <li>Valid Tax Compliance Status Pin issued by SARS submitted? [Disqualifier]</li> <li>This requirement is a disqualifier where the bidder's tax compliance status is non-compliant.</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>Company registration with CSD <ul style="list-style-type: none"> <li>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</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>Project Lead must be an Admitted Attorney and/or Advocate and hold a Law qualification (non- negotiable) and have minimum 10 year's demonstrated experience in Employee Relations / Human Resources legal consulting / Labour Relations advisory experience.</li> </ul>	
<ul style="list-style-type: none"> <li>Reference Letters (minimum of 3 trade references, not older than 3 years, from Clients relating to similar projects successfully completed).</li> </ul>	

#### 4. Required expertise or goods/ products

The expertise/goods required to successfully implement the project are, *inter alia*:

- The requisite skills and experience to deliver on the project requirements as outlined in the TOR.
- The service provider should offer a comprehensive library of Human Capital policy templates and have experience in tailoring generic Human Capital policies to their clients' requirements.
- Skills and experience to conduct appropriate HC policy benchmark with relevant comparators.
- The bidder should be in operation for a minimum of 10 years with experience in Employee Relations / Human Resources legal consulting / Labour Relations advisory experience.
- The Project Lead is required to hold a Law qualification and expertise with 10 years' Employee Relations/ Human Resources legal consulting/ Labour Relations advisory experience.
- In addition to the Project Lead, the service provider will be required to provide at least two fulltime resources to meet the required deliverables and timelines of the project. The resources should have a minimum of 5 years' experience in human capital/resource policy development for corporate clients.
- A proven track record in conducting Human Capital policy audits for medium to large size corporates (700 employees, plus).
- Demonstrated experience in improving Labour Relations practices and alignment of relevant legislation (including the Labour Relations Act ("LRA"), Basic Conditions of Employment Act ("BCEA"), Employment Equity Act, Sectoral Agreements and Bargaining Council Agreements) to Human Capital policy suites.
- Contemporary knowledge of Employment Case Law which could influence the crafting of fit-for-purpose Human Capital policies.
- Knowledge of the various Human Resources areas including, but not limited to, Remuneration and Benefits, Training and Development, Recruitment, Talent and Succession Management and Employee Wellness.

#### 5. References

The service provider will be expected to provide at least three (3) signed reference letters, not older than three (3) years, from successful assignments and from satisfied clients. The letters must preferably be on formal letterheads and related to the scope of work outlined in this TOR.

## 6. Time frames and Duration

Upon successful appointment, the service provider will be expected to immediately commence work on this urgent assignment. It is expected that tasks associated with this assignment will require the service provider to be available for the duration of the work. The work will be completed within twelve (12) months of commencement.

## 7. Management and Reporting

The service provider shall report to Head: Human Capital Business Partnering, within the Human Capital Division.

## 8. Technical Evaluation of Proposal

An adjudication panel, coordinated by the DBSA will evaluate submissions based on the following criteria:

Area	Maximum Points
Company Background, Experience and Track Record	40
Delivery Capacity	60
Total	100

The criteria to be used in the adjudication process will be in accordance with the DBSA procurement policy, which incorporates, amongst others, the provisions of the Preferential Procurement Policy Framework Act of 2000 and Regulations of 2017.

## 9. Functional evaluation criteria



Sub- Criteria	Description	Submission Type	Scoring	Weighting
The service provider must provide evidence of its experience in terms of the following:				
Company Background, Experience & Track Record	1. Company profile detailing the area of expertise	<p>The Bidder must demonstrate that they have the expertise to render the service by providing details of HC policy development, related projects, client base and adherence to the latest laws and prescripts. Experience developing and formulating future-oriented policies will be advantageous. Demonstrable client base should include banking, finance, insurance, Development Finance Institutions (“DFI’s”), built environment (Construction), State Owned Enterprises.</p> <p>The bidder should be in operation for a minimum of 10 years with experience in Employee Relations / Human Resources legal consulting / Labour Relations advisory experience.</p>	<p><b>Up to 15 points</b> = Company track record exceeds 10 years’ required expertise/experience</p> <p><b>12 points</b> = Company has 10 years’ required expertise/experience</p> <p><b>0 point</b> = less than 10 years’ experience</p>	

<p>2. Team leader &amp; members experience and qualifications</p>		<p>The Bidder to provide proof of the technical and professional skills of the project team.</p> <p>The Project Lead to hold a Law qualification and be an Admitted Attorney / Advocate. Proof to be provided.</p> <p>The Project Lead to demonstrate at least 10 years' experience in Employee Relations/ Human Capital legal consulting/ Labour Relations advisory experience (non- negotiable).</p> <p>The team should consist of at least 2 full-time resources allocated to the project. Each resource should have a minimum of 5 years' experience in formulating human resources/capital policies aligned to South African legislation, labour relations and/or labour law within the corporate environments. Team should, as a minimum, hold an undergraduate degree, preferably in Law or Human Resources or Psychology/Industrial Psychology or Commerce fields.</p>	<p><b>Up to 15 points</b> = Project Lead and Team exceed the qualification, experience outlined in TOR as supported by documentation provided (Project Lead: more than 10 years' experience and 2 full-time resources: more than 5 years' experience each)</p> <p><b>12 points</b> = Project Lead and Team meet the qualification, experience requirements outlined in TOR (Project Lead has 10 years' experiences and 2 full-time resources have 5 years' experience each)</p> <p><b>8 points</b> = Project Lead and Team partially meet the requirements of the TOR (either of them meets the</p> <p style="text-align: right;">40%</p>
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		<p>An abbreviated Curriculum Vitae of each team member involved in the execution of the project shall be included in the proposal (outlining experience in doing similar projects and the role they will play in delivering this project). Copies of qualifications will also be required. (There should be no change in the Project Lead during the assignment, unless with prior agreement).</p>	<p>minimum years' experience – Project Lead: 10 years' experience / Full time Resources: 5 years)</p> <p><b>0 point</b> = Project Lead and Team do not meet the minimum qualification requirements for the TOR. (Project Lead: less than 10 years and full-time resources: less than 5 years each)</p>	
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Sub-Criteria	Description	Submission Type	Scoring	Weight
The service provider must demonstrate if they have the necessary capacity to provide the required advisory, administrative services, and support on delivery of work:				
	3. Three traceable references from clients in medium to large sized organizations in which HC Policy audits were conducted and successfully implemented	<p>3 x Reference letters from previous clients which are medium to large sized organizations (700+ employees), indicating the following:</p> <ul style="list-style-type: none"> <li>Name of company</li> <li>Contact person</li> <li>Contact details</li> <li>Length of contract</li> <li>Scope of work completed by the Bidder (should be relative to services required in this tender document)</li> <li>Customer satisfaction and positive recommendation</li> </ul> <p>Reference letters must not be older than three (3) years.</p>	<p>Reference letters to be relevant to scope of work in TOR:</p> <p><b>Up to 10 points</b> = 3 reference letters  <b>Up to 7 points</b> = 2 reference letters  <b>Up to 3 points</b> = 1 reference letter</p> <p><b>0 points</b> = no reference letters and/or contact details of references provided (no letters) or letters provided, but not relevant to scope of work</p>	

<b>Delivery Capacity</b>	<p>4.Detailed methodology on how the current DBSA policy suite will be assessed, reviewed and the approach on writing new policies</p>	<p>Provide the DBSA with a methodology detailing the process followed to audit, assess, review, and supplement its Human Capital policies.</p> <p>The bidder should include the approach on how new policies will be written and benchmarked against industry best practice and within the appropriate legislative frameworks.</p> <p>Develop electronic toolkits for updating employees as to the amendments in the Bank's policies and the introduction of new policies.</p> <p>The Bidder is required to describe, in detail, the quality management control system (system or software to be used) to ensure all feedback / suggestions / proposals collated through HC and Business consultations is captured, integrated, and responded to during the engagement process.</p>	<p><b>Up to 20 points =</b></p> <p>Clear methodology, approach and tools provided with adequate industry practice / best practice demonstrated.</p> <p><b>16 points =</b> clear methodology, approach and tools provided with limited industry practice/best practice demonstrated.</p> <p><b>10 points =</b> Limited methodology, approach and tools provided control aspects of project. Limited/no experience developing electronic toolkits.</p> <p><b>0 point =</b> no methodology, approach or tools provided.</p>	
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	<p>2.Detailed project plan describing how the DBSA project will be executed on</p>	<p>Provide a detailed project plan with clear timeframes, resource allocation and activities to deliver on the project.</p> <p>The bidder must have capacity and resources to fulfil the requirements of this project without subcontracting the delivery.</p>	<p><b>Up to 20 points</b> = detailed project plan with clear time frames, resources and milestones submitted + demonstrated capacity to manage project without subcontracting</p> <p><b>16 points</b> = generic project plan submitted and/or not providing requisite detail and/or limited capacity to deliver on project</p> <p><b>10 points</b> = limited plan submitted with only high-level timelines, resource allocations and activities outlined and/or unrealistic timelines based on nos. of resources proposed</p>	<p>60%</p>
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			<p><b>0 point</b> = no project plan submitted and/or limited capacity to deliver on project.</p>	
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Sub-Criteria	Description	Submission Type	Scoring	Weighting
	3.Demonstrate access to standardised Human Capital Policies	<p>Provide a comprehensive list/directory of Human Capital policies benchmarked and aligned to Financial Services/Insurance sectors or State-Owned Enterprises (SOE's), Development Finance Institutions (DFI's), managed and accessed by the Service Provider, against which the DBSA policies will be audited and assessed.</p> <p>Provide minimum 3 sample policies to demonstrate the quality of the policies provided.</p>	<p><b>Up to 20 points</b> = Detailed / directory relevant to the DBSA submitted + 3 well considered, quality sample policies submitted</p> <p><b>16 points</b> = Generic Directory submitted and/or good quality sample policies provided</p> <p><b>10 points</b> = Incomplete/limited Directory submitted and/or poor- quality sample policies provided</p> <p><b>0 point</b> = no Directory provided and/or poor or no sample policies provided</p>	
TOTAL				100%

Bidders who score **80% out of 100%** will shortlisted to proceed for evaluation of Pricing and BBBEE.

## **10. Reservations**

The DBSA expressly reserves the following rights:

- 10.1 To appoint more than one service provider
- 10.2 To waive any or all irregularities in the proposals submitted
- 10.3 To retain the right not to select any service provider
- 10.4 To cancel or withdraw this tender

## **11. Confidentiality and intellectual property**

Information contained in this Request for Proposals is confidential and is the property of the DBSA. Similarly, the Bank shall hold all property rights such as copyright, patents and registered trademarks on matters directly related to or derived from the work carried out through this contract.

## ANNEXURE A

**Pricing schedule – please complete and return in sealed envelope, separate to Technical Evaluation documentation**

Item	Description	Pricing	VAT	Price Inc VAT
Planning Month 1 and 2	Conduct gap analysis with HC and business stakeholders Document and present findings of gap analysis to key stakeholders.	R	R	R
	Conduct HC Policy audit and benchmark against industry standards.	R	R	R
	Seek approval for policies to be included in the DBSA Human Capital Policy Directory. The revision of current policies and introduction of new policies should be dealt with in 3 tranches to cater for completion of the project within the required time frame.	R	R	R
Tranche 1 of policies	Deliver Tranche 1 (40%) of agreed policies for review, input and approval by the Human Capital stakeholders.	R	R	R
Month 3 – 6	Engage all key stakeholders through presentations to outline changes to <u>Tranche 1</u> of policies and present at Exco and Human Resources Committee (“HRC”) for sanctioning, approval and publication.	R	R	R
	Prepare Change Management and Implementation plan for roll out across DBSA in relation to Tranche1 of policies.			
	Prepare communication for DBSA employees on new/updated policies.  Assist HC with training to DBSA employees on new/updated policies, inclusive of electronic tool kits.			

Item	Description	Pricing	VAT	Price Inc VAT
Tranche 2 of policies	Deliver Tranche 2 (30%) of agreed policies for review, input and approval by the Human Capital stakeholders.	R	R	R
Months 7– 9	Engage all key stakeholders through presentations to outline changes to <u>Tranche 2</u> of policies and present at Exco and Human Resources Committee (“HRC”) for sanctioning, approval and publication.	R	R	R
	Prepare Change Management and Implementation plan for roll out across DBSA in relation to tranche 2 of policies. Prepare communication for DBSA employees on new/updated policies. Assist HC with training to DBSA employees on new/updated policies, inclusive of electronic tool kits.			
Tranche 3 of policies	Deliver Tranche 3 (30%) of agreed policies for review, input and approval by the Human Capital stakeholders	R	R	R
Months 10 – 12	Engage all key stakeholders through presentations to outline changes to <u>Tranche 3</u> of policies and present at Exco and Human Resources Committee (“HRC”) for sanctioning, approval and publication.	R	R	R
	Prepare Change Management and Implementation plan for roll out across DBSA in relation to tranche 3 of policies. Prepare communication for DBSA employees on new/updated policies. Assist HC with training to DBSA employees on new/updated policies, inclusive of electronic tool kits.	R	R	R
Final Report & Project Wrap Up Month 12	Submit electronic versions of the consolidated suite of all policies to the Group Executive: Human Capital.  Prepare and submit close out report			
	<b>Total Cost</b>	<b>R</b>	<b>R</b>	<b>R</b>

***\*NB: Please note that the DBSA anticipates that the gap analysis, review, and introduction of new policies will result in a suite consisting of approximately 15 to 20 policies and guidelines, with an average of 10 pages or less, for each policy. That said, the Bank will be open to suggestions and recommendations from the appointed service provider.***

## Annexure B

### SBD 4

#### DECLARATION OF INTEREST

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

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

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

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

2.2 Identity ..... Number:  
.....

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

2.4 Company ..... Registration ..... Number:  
.....

2.5 Tax ..... Reference ..... Number:  
.....

2.6 VAT ..... Registration ..... Number:  
.....

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

<sup>1</sup> "State" means –

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



- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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 presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

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

.....

Name of state institution at which you or the person

.....

connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person **YES / NO**

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.

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

2.11Do 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?

2.11.1If so, furnish particulars:

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

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

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

**3. DECLARATION**

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

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

..... Signature	..... Date
..... Position	..... Name of bidder

## Annexure C

### SBD 6.1

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

##### 1.1.7

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

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

#### 1. GENERAL CONDITIONS

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

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

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

1.2 Points for this bid shall be awarded for:

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

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

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

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

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated

or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

(h) “**proof of B-BBEE status level of contributor**” means:

- 1) B-BBEE Status level certificate issued by an authorized body or person;
- 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

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

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

##### 80/20

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

Where

- $P_s$  = 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 (80/20 system)
1	20
2	18
3	16
4	12
5	8

6	6
7	4
8	2
Non-compliant contributor	0

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

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

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

**Designated Group: An EME or QSE which is at least 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

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

DATE:.....

ADDRESS.....

.....

.....

WITNESSES

1. ....

2. ....

## **Annexure D**

SBD 8

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

**Annexure E**

**SBD 9**

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

## **Annexure F**

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

## **Annexure G**

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

## **Annexure H**

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

## **Annexure I**

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

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

## Annexure J

### [General Conditions of Contract]

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

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

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

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



## Annexure K

### Tax Compliant Status and CSD Registration Requirements

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

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

**CSD Registration Number:**



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

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