

REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED			
BID NUMBER:	RFP036/2025		
COMPULSORY BRIEFING SESSION DETAILS:	08 May 2025		
SESSION DETAILS.	Time :10am		
	MS TEAMS LINK: RFP036/2025 Compulsory Briefing Session Link		
CLOSING DATE:	16 May 2025		
CLOSING TIME:	23H55 (Midnight)		
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	120 days		
DESCRIPTION OF BID:	SOURCING OF AN INDEPENDENT PROFESSIONAL SERVICE PROVIDER TO REVIEW THE DBSA DELEGATION OF AUTHORITY AND DBSA MASTER DELEGATION MATRIX		
BID DOCUMENTS ELECTRONIC SUBMISSION:	ELECTRONIC SUBMISSIONS INSTRUCTIONS:		
	 Bidders are required to submit written requests for clarification via e-mail to Tumim@dbsa.org ONLY, quoting the RFP Number on the subject of the e-mail. This must be done three (3) working days before the submission date. Bidders will thereafter receive a OneDrive Link to upload their submission documents electronically. Written requests for clarification will be considered up to and Including 13 May 2025 16:00 Johannesburg time. Requests received after this date may not be attended to. Any requests after the stipulated date and time may be disregarded. NB: Electronic submission is encouraged for all bidders interested in this tender. Closing date of this RFP036/2025 is 16 May 2025 before 23:55PM. No physical bids will be received or accepted at the DBSA offices 		
NAME OF BIDDER:			
CONTACT PERSON:			

EMAIL ADDRESS:	
EIVIAIL ADDRESS.	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR	
SIGNATURE	



The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption.

Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33

Email : dbsa@whistleblowing.co.za

Free Post : Free Post KZN 665 | Musgrave | 4062

SMS : 33490

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PART A INVITATION TO BID

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

BID NUMBER: RFP036/2025

DESCRIPTION: SOURCING OF AN INDEPENDENT PROFESSIONAL SERVICE PROVIDER TO REVIEW THE DBSA DELEGATION OF AUTHORITY AND DBSA MASTER DELEGATION MATRIX

COMPULSORY BRIEFING: 08 May 2025 Tender briefing will be done online via Microsoft teams.

COMPULSORY BRIEFING LINK: <u>RFP036/2025 Compulsory Briefing Session Link</u>

Time: 10H00 AM Johannesburg time (Microsoft Teams)

Closing time for the OneDrive Link submissions – 16H00 on the 13 May 2025 (Telkom Time)

SUBMISSION CLOSING DATE: 16 May 2025 CLOSING TIME: 23H55PM

Submission format (OneDrive)

Bidder Name

Name

Folder 1_Financial Proposal

Folder 2_Technical Proposal

Name

- a) It remains the bidder's responsibility to ensure that the bid submission is uploaded using the correct bidder document and tender link
- b) Should a bidder encounter an issue with the system, the bidder must provide sufficient evidence as proof of attempting to upload their submission before the cut-off time and the error received.
- c) Faxed, emailed bids will not be accepted, only an electronic submission received via the link will be accepted.
- d) It is therefore the responsibility of the bidder to request for a link to participate.
- e) The DBSA assumes no responsibility if a Bidder's designated email address is not correct, or if there are technical challenges, including those with the Bidder's computer, network, or internet service provider (ISP)

BID SUBMISSION LINK REQUESTS:

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

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

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

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

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

11.1	REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES/WORKS OFFERED?	
	/SERVICES/WORKS OF FERED!	[II TES ENGLOSE FROOF]
11.2	ARE YOU A FOREIGN BASED	□Yes □No
11.2	SUPPLIER FOR THE GOODS /SERVICES/WORKS OFFERED?	[IF YES ANSWER PART B:3 BELOW]
11.3	SIGNATURE OF BIDDER	
11.5	GIGNATURE OF BIDDER	
11.4	DATE	
11.5	FULL NAME OF AUTHORISED REPRESENTATIVE	
11.6	CAPACITY UNDER WHICH THIS BID IS SIGNED	
	(Attach proof of authority to sign this bid; e.g. resolution of	
	directors, etc.)	
	OMPLIANCE STATUS CS) NUMBER ISSUED RS	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY 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)
- 1.3. SOUTH AFRICAN 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 BY 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 MUST BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 ALL BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS IN THEIR COUNTRY OF RESIDENCE.
- 2.2 SOUTH AFRICAN 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 SOUTH AFRICAN BIDDERS CAN APPLY 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 SA 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 (TAX COMPLIANCE) IN ACCORDANCE WITH APPLICABLE LEGISLATION IN THEIR COUNTRY OF RESIDENCE.
- 2.6 WHERE SA BIDDERS HAVE NO TCS AVAILABLE BUT ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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; and
- Use the prescribed sequence in attaching the annexures that complete the Bid Document

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

YES	NO	
		One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation and Folder 2 - Price / Financial Proposal – Electronic submission
		Part A: Invitation to Bid
		Part B: Terms and Conditions of Bidding
		Part C: Checklist of Compulsory Returnable Schedules and Documents
		Part D: Conditions of Tendering and Undertakings by Bidders
		Part E: Specifications/Terms of Reference and Project Brief
		Annexure A: Price Proposal Requirement
		Annexure B: SBD4 Declaration of Interest
		Annexure C: SBD6.1 and B-BBEE status level certificate
		Annexure D: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation.
		Annexure E: Certified copies of latest share certificates, in case of a company.
		Annexure F: (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium.
		Annexure G: Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.
		Annexure H: General Condition of Contract
		Annexure I: CSD Tax Compliance Status and Registration Requirements Report
		Annexure J: Bidder's response Format for Section 8

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, 2022.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday in South Africa.
- 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** for the OneDrive Link submissions 16h00 on the 26 August 2024 (Telkom Time)
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment (where applicable).
- 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, 2022 published in terms of the PPPFA.
- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause **Error! Reference source not found.** of this Part C
- 1.19 Price and Preferential Points Assessment means the process described in clause Error! Reference source n ot found. 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 <u>www.dbsa.org</u>

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

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

COMPULSORY BRIEFING: 08 May 2025- Tender briefing will be done online via Microsoft teams.

LINK: RFP036/2025 Compulsory Briefing Session Link

Time: 10H00 AM Johannesburg time (Microsoft Teams)

LINK REQUESTS: Bidders are asked to nominate one dedicated contact person (name, email address and phone number to request a submission link in writing to Tumim@dbsa.org.

Tender Submission Deadline:

CLOSING DATE: 16 May 2025 CLOSING TIME: 23H55pm

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

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

6. STATUS OF REQUEST FOR PROPOSAL

6.1 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.

7. ACCURACY OF REQUEST FOR PROPOSAL

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

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

8. ADDITIONS AND AMENDMENTS TO THE RFP

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

9. REPRESENTATIONS

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

10. CONFIDENTIALITY

10.1 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.

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

- 11.1 All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.
- 11.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to tumim@dbsa.org
- 11.3 Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).
- 11.4 The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
- 11.5 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.
- 11.6 In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).

11.7 A Bidder may, by notifying the Tender Officer in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

12. UNAUTHORISED COMMUNICATIONS

- 12.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Officer. Nothing in this clause 12 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.
- 12.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

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

14. ANTI-COMPETITIVE CONDUCT

- 14.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anticompetitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
 - 14.1.1 the preparation or lodgement of their Bid
 - 14.1.2 the evaluation and clarification of their Bid; and
 - 14.1.3 the conduct of negotiations with the DBSA.
- 14.2 For the purposes of this clause 14, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.
- 14.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

15. COMPLAINTS ABOUT THE TENDERING PROCESS

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

16. CONFLICT OF INTEREST

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

17. LATE BIDS

- 17.1 Bids must be delivered by the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.
- 17.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.
- 17.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 17.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be

returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

18. BIDDER'S RESPONSIBILITIES

- 18.1 Bidders are responsible for:
 - 18.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;
 - 18.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;
 - 18.1.3 ensuring that their Bids are accurate and complete;
 - 18.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
 - 18.1.5 ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
 - 18.1.6 submitting all Compulsory Documents.
- 18.2 South African bidders with annual total revenue of ZAR10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.
- 18.3 South African bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.
- 18.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.
- 18.5 Failure to provide the required information may result in disqualification of the Bidder.

19. PREPARATION OF BIDS

- 19.1 Bidders must ensure that:
 - 19.1.1 their Bid is submitted in the required format as stipulated in this RFP; and
 - 19.1.2 all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.
- 19.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.

- 19.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 19.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid or be included in a general statement of the Bidders usual operating conditions.
- 19.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 20.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 20.2 The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
- 20.3 The DBSA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the DBSA reasonably considers that the correction would materially alter the substance of the Bid or affect the fairness of the Tendering Process.

21. OBLIGATION TO NOTIFY ERRORS

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

22. RESPONSIBILITY FOR BIDDING COSTS

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

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

- 23.1 All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:
 - 23.1.1 as required by law;

- 23.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
- 23.1.3 to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

24. USE OF BIDS

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

25. BID ACCEPTANCE

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

26. EVALUATION PROCESS

26.1 The Bids will be evaluated and adjudicated as follows:

26.1.1 First Stage – 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 is? not limited to;

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

	Responsiveness Criteria	Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Adherence to submitting Tender as a two-folder tender. Folder 1: Functionality and returnable submission separate from Folder 2: Pricing proposal submission	Pre-Qualifier	Y
2	Attendance Register of the Compulsory Briefing Session attended by the Tenderer.	Pre-Qualifier	Y

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

Poononoivanosa Critoria	Clarification	Applicable to this
Responsiveness Criteria	Time	Tender (Y/N)

1	Standard conditions of tender as required.	48hours	Y
2	Returnable documents completed and signed.	48hours	Y
	Submission of proof of registration with National Treasury Central	48hours	
	Supplier Database (CSD) (provide summary report).		
3	Bidder/s must be registered and compliant with CSD in order to		
	do business with the DBSA. Only applicable to SA-registered		Υ
	entities.		
4	A valid and active Tax Compliance Status Pin issued by SARS.	48hours	Y

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

26.1.2 Second Stage –Technical/Functional criteria

Only those Bidders who meet the minimum score (70) or above out of 100 of the technical requirements will proceed to pricing evaluation (third Stage). Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable. Bidders will be assessed on the functionality criteria (Second Stage) as set out in this RFP.

26.1.3 Third Stage – price

- 26.1.3.1 Those Bidders which have passed the First Stage (Responsiveness Test) and Second Stage (Functionality Evaluation) of the tender process will be eligible to be evaluated on the Third Stage, based on price, in accordance with the PPPFA regulations.
- 26.1.3.2 The recommended preferred Bidder will be the Bidder with the lowest overall price in the Third Stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP, in line with the PPPFA Regulations.
- 26.2 NB: Bidders are required to submit, as Annexure G to their Bids, any documentation which supports the responses provided in respect of the functionality Criteria above.

27. Risk Analysis and Objective Criteria

Risk Analysis and Objective Criteria (This must only be included in the tender document if it is applicable, ensure that the list is specific as to what your objective criteria are)

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

- i. Any bidder that has a cumulative order book totalling 3 Awards with outstanding value, may be excluded from further evaluation.
- ii. Where a bidder has 3 active Awards with an outstanding value and the outstanding value is 10% or less, indicating the project is nearing completion, the bidder may be included for further evaluation and/or recommendation for award.

- iii. Where a bidder has 3 active Awards with an outstanding value and at least one of the projects has stalled for a period of 6 months or more, or the client has placed the project on hold indefinitely, the bidder may be included for further evaluation and/or recommendation for award.
- iv. The DBSA has the discretion to apply an objective criterion.

28. Due Diligence

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

a. Judgements and criminal convictions

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

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

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

c. Performance

DBSA will not consider the Service provider having a history of poor performance on any task orders/purchase orders or contracts, including poor performance in respect of compliance with policies or procedures regarding safety, health, quality control or environment, or having committed a serious and gross breach of contract.

d. Reputational harm

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

e. Restricted/Blacklisted

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

f. Vetting

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

- g. PEP Checks for both Companies and Individual directors, as well as Procure Check and/or any other systems that the DBSA may choose to utilize (which may be conducted by an authorized third party) that would be done to assess all risks, including but not limited to
 - a. Financial stability of the bidder based on key ratio analysis;
 - b. Efficiency;
 - c. Profitability;
 - d. Financial Risk;
 - e. Liquidity;

- f. Acid Test;
- g. Solvency; and
- h. Commercial relationship with a politically exposed and brand risk.
- i. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
- ii. The DBSA reserves the right to negotiate to ensure the value for money principle is not compromised.
- **29.** Generally, suppliers have their own business standards and regulations. Although DBSA cannot control the actions of our suppliers, we will not tolerate any Illegal activities. These include, but are not limited to:
 - Misrepresentation of any kind (e.g. origin of manufacture, specifications, intellectual property rights, etc.);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards DBSA employees.

30. STATUS OF BID

- 30.1 Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.
- 30.2 A Bid must not be conditional on:
 - 30.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained.
 - 30.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation.
 - 30.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent.
 - 30.2.4 the Bidder obtaining the consent or approval of any third party; or
 - 30.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
- 30.3 The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
- 30.4 The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

31. CLARIFICATION OF BIDS

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

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

32. DISCUSSION WITH BIDDERS

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

33. SUCCESSFUL BIDS

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

34. NO OBLIGATION TO ENTER INTO CONTRACT

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

35. BIDDER WARRANTIES

35.1 By submitting a Bid, a Bidder warrants that:

- it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;
- 35.1.2 it did not use the improper assistance of DBSA employees or information unlawfully obtained from them in compiling its Bid;
- 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;
- it accepts and will comply with the terms set out in this RFP; and
- 35.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

36. DBSA'S RIGHTS

- 36.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:
 - 36.1.1 cease to
 - 36.1.2 in the Tendering Process.
 - 36.1.3 require additional information or clarification from any Bidder or any other person;
 - 36.1.4 provide additional information or clarification.
 - 36.1.5 negotiate with any one or more Bidder;
 - 36.1.6 call for a new Bid.
 - 36.1.7 reject any Bid received after the Closing Time; or
 - 36.1.8 reject any Bid that does not comply with the requirements of this RFP.

37. GOVERNING LAWS

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

PART E



SOURCING OF AN INDEPENDENT PROFESSIONAL SERVICE PROVIDER TO REVIEW THE DBSA DELEGATION OF AUTHORITY AND DBSA MASTER DELEGATION MATRIX

Terms of Reference

SCOPE OF WORKS

1. CONTEXT

The Development Bank of Southern Africa (DBSA) is a Development Finance Institution (DFI) wholly owned by the Government of the Republic of South Africa. Its mandate is to finance infrastructure projects across Africa, positioning itself as a leader in infrastructure integration and development. The Bank aims to foster economic and social progress by mobilizing financial and other resources from both national and international, private and public sectors for sustainable development projects within South Africa, the Southern African Development Community (SADC) region, and the broader African continent. With a vision of a prosperous, integrated, and resource-efficient region free of poverty and dependency, DBSA continues to drive forward its development agenda. For more information, please visit www.dbsa.org.

A crucial aspect of effective corporate governance is the **Delegation of Authority** (**DoA**), which enables the Board to delegate specific powers to individuals and subcommittees, enhancing role clarity and organizational efficiency. Proper delegation facilitates faster decision-making, empowers employees, reduces bureaucracy, and strengthens overall organizational performance. As DBSA continues to expand, reviewing and optimizing its delegation framework is critical to maintaining effective governance and operational efficiency.

The DBSA Delegation of Authority framework consists of two key components: the Board Delegation of Authority and the DBSA Master Delegation Matrix (CEO Delegation of Authority). These frameworks define a clear chain of accountability in alignment with the DBSA Act, Board and Committees Charter, and industry best practices. To ensure continued relevance and alignment with governance standards, these documents are reviewed every two years, incorporating organizational maturity and industry advancements and or best practices.

Currently, the **Delegation of Authority documents** are maintained in **PDF format** on DBSA's internal system, with updates and revisions tracked through **MS Word files**. To enhance the effectiveness and usability of the DoA framework, DBSA is seeking a service provider with **extensive experience in reviewing, designing, and implementing DoA frameworks** within large organizations, preferably in the **financial or public sectors**. The ideal provider should have a **strong background in operating model review and process engineering**, ensuring that the DoA framework is **aligned with the organization's business processes and supports operational efficiency**.

2. PURPOSE

DBSA seeks to appoint a professional service provider to review and enhance its Delegation of Authority (DoA) and Master Delegation Matrix. This ToR provides a structured approach to the review of the Delegation of Authority framework, ensuring its effectiveness in supporting governance, accountability, and business efficiency. The integration of the Management Committee effectiveness review and Fit for Purpose Review outcomes will further enhance the relevance and applicability of the DoA framework. Additionally, the incorporation of **digitalization initiatives** will improve the adaptability, accessibility, and usability of the DoA framework, ensuring its alignment with DBSA's evolving needs.

3. OBJECTIVES

The primary objective of this review is to assess the adequacy, effectiveness, and efficiency of the current DoA framework. Specifically, the review will:

- a. Evaluate whether the DoA structure aligns with the strategic, operational, and governance requirements of the organization.
- b. Identify gaps, inefficiencies, and risks within the existing DoA framework.
- Benchmark the DoA against industry best practices and regulatory requirements.
- d. Recommend improvements to enhance accountability, decision-making, and operational effectiveness.
- e. Ensure clear documentation and communication of authority levels across the organization.
- f. Incorporate the outcomes of the **Fit for Purpose Review** to ensure that the DoA aligns with organizational needs and remains relevant in a dynamic business environment.

g. Assessment and implementation of digital solutions for the DoA framework to improve adaptability, accessibility, and usability, ensuring that the delegation process remains efficient and aligned with the DBSA's evolving needs.

4. SCOPE OF WORK

The review will cover the following key areas:

- a. **Governance and Compliance:** Alignment with legal, regulatory, and corporate governance requirements.
- b. **Decision-Making Authority:** Clarity, delegation levels, and appropriateness of authority assigned to various roles.
- c. Risk Management: Identification and mitigation of risks associated with delegation.
- d. **Operational Efficiency:** Impact of DoA on business processes and workflow efficiency.
- e. **Stakeholder Engagement:** Consultation with key stakeholders to gather insights on DoA effectiveness.
- f. **Documentation and Communication:** Adequacy of policies, procedures, and training on the DoA framework.
- g. **Integration of** Management Committee effectiveness review and **Fit for Purpose Findings**: Ensuring that recommendations from the Management Committee effectiveness review Fit for Purpose Review are incorporated into the revised DoA framework.
- h. **Digital Transformation:** Reviewing and implementation of digital solutions for the DoA framework to improve its accessibility, usability, and efficiency within the organization.

5. METHODOLOGY

- a. **Document Analysis**: Review existing DoA framework, policies, procedures, and related governance documents.
- b. **Stakeholder Consultations**: Engaging key executives, managers, and employees to assess their perspectives on the DoA.
- c. **Comparative Benchmarking**: Comparing the DoA structure with industry standards and similar organizations.
- d. **Risk Assessment**: Identifying any financial, operational, or reputational risks linked to the DoA framework.
- e. **Gap Analysis**: Identifying areas where the DoA does not meet business or compliance needs.
- f. Incorporation of Management Committee effectiveness review and Fit for Purpose Review Outcomes: Evaluating and integrating findings from the Management Committee effectiveness review and Fit for Purpose Review into the DoA recommendations.
- g. **Digital Transformation Assessment:** Exploring digital tools and processes to enhance the efficiency and accessibility of the DoA framework and ensuring the DoA is delivered in a digitalized format.

6.DELIVERABLES

The review process will result in:

- a. A **report** outlining findings, gaps, and areas of improvement.
- b. A revised Delegation of Authority framework including updated policies and procedures.
- c. A **communication and implementation plan** to ensure smooth adoption of any changes.
- d. A **training plan** to educate stakeholders on the revised framework.
- e. Integration of Management Committee effectiveness review Fit for Purpose Findings into the DoA framework.
- f. **Digitalized Delegation of Authority**: Ensuring the DoA is delivered in a digitalized format, improving adaptability, accessibility, and usability.
- g. Presentation of the final report to the Company Secretary, CEO and Executive Leadership.

7. REQUIREMENTS AND SPECIFICATIONS FOR THE PROJECT

The selected service provider must demonstrate expertise in the following areas:

- a. Extensive experience in reviewing, designing, and implementing **DoA frameworks** within large organizations, preferably in the financial or public sectors.
- b. Background in **operating model review and process engineering**, ensuring that the DoA framework is aligned with the organization's business processes and supports operational efficiency.
- c. Strong knowledge of corporate governance, regulatory compliance, and industry best practices.
- d. Expertise in **risk management** related to delegation of authority and decision-making processes.
- e. Proven track record in **digital transformation and automation** of governance frameworks, ensuring accessibility and usability.
- f. Experience in **stakeholder engagement and consultation** to gather insights and ensure alignment with business needs.
- g. Ability to perform **comparative benchmarking** with similar organizations to recommend best-in-class DoA practices.
- h. Proficiency in **policy development, documentation, and communication** to ensure clear articulation of authority levels and responsibilities.

The key technical assessment criteria are as follows:

Failure to submit these documents will invalidate the bid.

8. FUNCTIONAL EVALUATION

Evaluation Categories	Criteria/Questions/Guidelines	Source documents that must be submitted to score points	Maximum Points
	Track Record	Portfolio of Evidence	60
Company Customer Recent References	The independent professional service adviser must provide at least three (3) contactable references from similar assignments: 3 or more contactable references validating the nature of the assignment and period =30 points 2 or more contactable references validating the nature of the assignment and period = 15 points 1 contactable reference validating the nature of the assignment and period= 5 points No relevant references submitted = 0 point	Reference letters References should contain the following: 1. Nature and description of the assignment 2. Scope of work in the assignment and bidder's performance outcomes 3. Date work was completed 4. Contact details of the client 5. Signed by an authorised client representative 6. Be on the client company's letterhead 7. Reference letters should not be older than seven (7) years Letters that do not meet all the above requirements will be automatically disqualified.	30
Experience and Team Capability	Demonstrated competencies and experience in carrying out similar projects: Organization Experience The company has related experience in reviewing, designing, and implementing DoA frameworks for 5 - 10 years= 15 The Company has no relevant experience = 0	Company profile outlining years of experience reviewing, designing, and implementing DoA frameworks .	15
	Team composition and roles outlining the experience of the team members assigned to the project Demonstrated skills and relevant experience of each key personnel (minimum of three) for the assignment. Team leader and Key member Team leader/ Manager with a minimum of 10 years' experience Key three members with a minimum of 5 years Members' experience and expertise in reviewing, designing, and implementing DoA frameworks for 5 - 10 years 10 and 5 years of relevant experience for team leader and key personnel respectively with CV articulating experience and qualifications = 15 points. Failure to meet the minimum experience required, i.e., 10 and 5 years of experience for team leader and key personnel, respectively. = 0 points.	Organogram supported by CVs and copies of qualifications. Team profile with relevant competencies and track record on successful execution of similar projects.	15

	The proposed team submitted in this RFP will be the team expected to deliver the required service unless otherwise agreed to by the Bank.		
	Vritten understanding of this Scope of Work W) and Terms of Reference (ToR)		30
Methodology: Understanding of the SoW and ToR	The bidder must demonstrate a thorough understanding of the objectives and scope of work by providing a comprehensive methodology/approach to be utilised for the execution. Bidders must provide a brief layout of how the project will be carried out which includes:	Minimum of 5-page method statement by the Tenderer.	20
	Detailed process from inception to completion (i.e., project planning and evaluation, project timelines, deliverables and improvement plans)		
	 Project methodology, detailing the process from inception to completion with enhancement plans = 20 points Methodology/approach partially addressing 50% of critical aspects of the scope of work and overall assignment as itemised above=10 points Project methodology not meeting the requirements listed above = 0 points 		
Project Implementation and Stakeholder Engagement	 Project implementation plan articulating plan per workstream (Activity, dependency and timeline) =5 points Project implementation plan failure to meet any of the requirements listed above = 0 points. 	Project implementation plan per workstream (Activity, dependency, and timeline)	10
	 Customised stakeholder and risk management approach =5 points No plan submitted for any of the above = 0 points. 	Stakeholder and Risk Management Plan	
	Feedback session		10
Training	 Bidders must provide commitment in writing of their ability to provide faceto-face Workshop on the outcome of the project with the EXCO and key staff = 10 points No commitment submitted = 0 points. 	Commitment provision in the methodology or commitment statement signed and dated by the tenderer.	10
	Total Score		100
	Threshold		70
	•	•	

9. Time frames and Duration

The duration of the contract for the service provider will be **twelve (12) months**, which includes the ongoing **Fit for Purpose Review** process to ensure alignment with organizational needs. This timeframe ensures sufficient time for a comprehensive review, stakeholder engagement, benchmarking, recommendations, and implementation planning.

10.Management and Reporting

The appointed service provider will report directly to the **Company Secretary**, providing regular progress updates throughout the review process. The final review report will be presented to the **Company Secretary**, **Chief Executive Officer (CEO)**, and the **Executive Leadership Team** for consideration and approval.

11. Proposal Requirements

The technical proposal should include an executive summary that highlights the key components of the proposal. Amongst others it should include an introduction outlining the provider's background including company structure, and experience in conducting DoA reviews. It should detail the scope of work, including the specific services, milestones, roles, and responsibilities, along with a clear methodology and approach for the review. The proposal must also include the timeline and deliverables. Risk management strategies and contingency plans should be addressed, and references or case studies should demonstrate the provider's expertise and successful history in performing DoA reviews.

12.Conflicts

Please disclose any potential conflicts of interest related to this assignment.

13. Pricing Structure-Annexure A

"Bidders must quote on the following:" The total project costs are broken down as follows:

Stage	Key Deliverable As Per Scope Of Work	Expert Description	Expected Outcome(s)	Timelines
1.	Consultation Plan	Briefing/planning meetings with the Company Secretary and other identified stakeholders	Project plan for project execution	
2.	Progress report	The progress report.	Progress report.	
3.	Final report	A detailed report that gives a: Outcome of the project. Training material or socialisation packs.	Outcome of the project.	
4.	Training	Feedback Session: Training and training material or socialisation packs.	Feedback Session including training and training material or socialisation packs.	
VAT Total p	roposed fees includ	ing VAT		

The fee quoted should be a fixed maximum fee required to perform all scope of work, i.e., inclusive of all costs from conception to delivery including Value Added Tax (VAT).

N. B.: PLEASE NOTE THAT THE PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE, WHICH MUST CONTAIN THE NAME OF THE BIDDER AND RFP NUMBER WITH THE DESCRIPTION

14. DISCLAIMER

The Bank reserves the right to determine the structure of the process, the number of short-listed participants, the right to withdraw from the proposal process, the right to change this timetable at any time without notice and reserves the right to withdraw this tender at any time, without prior notice and without liability to compensate and/or reimburse any party.

15. GENERAL INSTRUCTIONS

Service providers/vendors responding to this RFP are required to study its contents carefully, including the following:

RFP terms and Conditions

If the technical proposal does not meet the specification/terms of reference requirements of the RFP, then the financial proposal will not be opened. Successful service provider/vendor must be able to provide the required service within twelve (12) months of receiving the official order. Delays in providing the service and meeting agreed milestones will lead to penalties being invoked.

- a. All prices quoted in the financial proposal must include VAT.
- b. The company seal/stamp must be fixed on the technical proposal and the financial proposal.
- c. RFPs submitted after the closing date and time will be disqualified.
- d. A service provider/vendor is not allowed to submit more than one proposal.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.2

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?**YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution	

S	R	D	4

2.2.1	employed by the procuring institution? YES/NO If so, furnish particulars:			
2.3	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person			

having a controlling interest in the enterprise have any

Do you, or any person connected with the bidder, have a relationship with any person who is

interest in any other related enterprise whether or not they are bidding for this contract?YES/NO

2.3.1 If so, furnish particulars:				
3 E	DECLARATION			
			statements that I certify to be true a	
3.1 3.2			isclosure; isqualified if this disclosure is foun	d not to be true and
3.3	The bidder has arrive communication, agreement	ed at the accompanying	y bid independently from, and v y competitor. However, communicat	
3.4	In addition, there have competitor regarding the to calculate prices, mark	been no consultations, c quality, quantity, specifica et allocation, the intention	ommunications, agreements or arr tions, prices, including methods, fac or decision to submit or not to submi livery particulars of the products or	tors or formulas used the bid, bidding with
3.4			en, and will not be, disclosed by the time of the official bid opening or o	
3.5	any official of the procur process except to provide	ing institution in relation to de clarification on the bid	s, agreements or arrangements ma this procurement process prior to a submitted where so required by th fications or terms of reference for th	nd during the bidding e institution; and the
				SBD 4
3.6	practices related to bids suspicious will be report administrative penalties to the National Prosect conducting business wi	and contracts, bids that are ted to the Competition Coin terms of section 59 of the uting Authority (NPA) for the the public sector for a	to any other remedy provided to contect to any other remedy provided to contect to any other application and provided to a competition of the competition of the competition of the competition and period and exceeding ten (10) you the context of t	ossible imposition of d/ or may be reported y be restricted from ears in terms of the
	I CERTIFY THAT THE II	NFORMATION FURNISHE	ED IN PARAGRAPHS 1, 2 and 3 AE	SOVE IS CORRECT.
	PARAGRAPH 6 OF PFN	MA SCM INSTRUCTION 0	E BID OR ACT AGAINST ME IN TER 3 OF 2021/22 ON PREVENTING AI SYSTEM SHOULD THIS DECLARA	ND COMBATING
	Signature		Date	
	Position		Name of bidder	

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals (namely, BBBEE status level of contributor).

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
PREFERENCE POINTS	20
Total points for Price and Preference Points	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender

to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. **DEFINITIONS**

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes:
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P \min \square}{P \min \square}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P \max \square}{P \max \square}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.

then the organ of state must indicate the points allocated for specific goals for 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
--	--	--	--

1	10	20	
2	9	18	
3	6	14	
4	5	12	
5	4	8	
6	3	6	
7	2	4	
8	1	2	
Non-compliant contributor	0	0	(6)

(Note: Bidders are required to submit their BBBEE certificates or sworn affidavits (in the case of EMEs/QSEs) in order to be eligible to claim points)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3.	Name of company/firm
4.4.	Company registration number:
4.5.	TYPE OF COMPANY/ FIRM
	 □ Partnership/Joint Venture / Consortium □ One-person business/sole propriety □ Close corporation □ Public Company □ Personal Liability Company □ (Pty) Limited □ Non-Profit Company □ State Owned Company [TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

RESTRICTED SUPPLIERS

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National	Yes	No
	Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.		

4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

Annexure D

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

Annexure E

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

Annexure F

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

Annexure G

Bidders are required to include, as Annexure G 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 H

[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 I

Tax Compliant Status and CSD Registration Requirements

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

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

CSD Registration Number:



The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption.

Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33

Email: dbsa@whistleblowing.co.za

Free Post : Free Post KZN 665 | Musgrave | 4062

SMS : 33490

Annexure J: Response Format for Section 8

Bidder's Experience and the proposed Project Team				
Request for Proposal No:				
Name of Bidder:				
Authorised signatory:				

[Note to the Bidder: The bidder must complete the information set out below in response to the requirements stated in Section 8 of this bid document. If the bidder requires more space than is provided below it must prepare a document in substantially the same format setting out all the information referred to below and return it with this Returnable Schedule.]

The bidder must provide the following information:

Table (a) Details of the bidder's related experience in reviewing, designing, and implementing DoA frameworks for 5 - 10 years

Client' Name	Project description	Industry	Project period (Start and End Dates)	Description of service performed and extent of Bidder's responsibilities	Name, and contact of client

Table (b) Details of the key personnel of the bidders' proposed team and Members' experience and expertise in reviewing, designing, and implementing DoA frameworks for 5 - 10 years: (please refer to Section 8 of this RFP document):

Name	Role / Duties in this Project	Relevant Project Experience			
		Qualifications	Specialty	Year of experience	Attached CV(Yes/No)