

## 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>RFP066/2025</b>
<b>COMPULSORY BRIEFING SESSION DETAILS:</b>	<a href="#">RFP066_2025 Compulsory Briefing Session Meeting Link</a>
<b>CLOSING DATE:</b>	<b>04 August 2025</b>
<b>CLOSING TIME:</b>	23H55 (Midnight)
<b>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</b>	120 days
<b>DESCRIPTION OF BID:</b>	<b>EXTERNAL AUDIT SERVICES FOR KFW FUNDS AND MANDATES</b>
<b>BID DOCUMENTS ELECTRONIC SUBMISSION:</b>	<p><b>ELECTRONIC SUBMISSIONS</b></p> <p><b><u>INSTRUCTIONS:</u></b></p> <p>Bidders are required to issue Tender Submission Link requests and all other enquiries to <a href="mailto:davidn2@dbsa.org">davidn2@dbsa.org</a> ONLY; quoting the RFP number on the subject of the email.</p> <p>No Tender Submission Link requests will be accepted after 23h55 on the on the 1<sup>st</sup> August 2025. Any requests after the stipulated date and time will be disregarded. Bidders are asked to nominate one dedicated contact person (name, email address and phone number).</p> <p>The nomination shall be sent to the Tender Officer via email <a href="mailto:davidn2@dbsa.org">davidn2@dbsa.org</a> by latest on 01 August 2025 at 23:55 on prior to expiry of the deadline for submission. The data shall be used to set up an e-procurement system for this tender submission. The operator of this e-procurement system (exficon GmbH, Frankfurt a.M., Germany) will revert to the persons authorised for electronic submission with an invitation email containing the access link to the system. It is recommended to log in after receipt to make sure that there are no technical difficulties.</p> <p>Detailed information and a step-by-step description of the upload procedure can be downloaded here: <a href="https://exficon.de/tad/e-procurement/">https://exficon.de/tad/e-procurement/</a></p>
<b>NAME OF BIDDER:</b>	
<b>CONTACT PERSON:</b>	
<b>EMAIL ADDRESS:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>FAX NUMBER:</b>	
<b>BIDDER'S STAMP OR SIGNATURE</b>	



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**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED (“DBSA”)</b>
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BID NUMBER: **RFP066/2025**

DESCRIPTION: **EXTERNAL AUDIT SERVICES FOR KFW FUNDS AND MANDATES**

COMPULSORY BRIEFING: **24 July 2025**

COMPULSORY BRIEFING LINK:


Time: 10H00 AM Johannesburg time (**Microsoft Teams**)

Closing time for the OneDrive Link submissions - **23h55 on the 17 July 2025 (Telkom Time)**


CLOSING DATE: **04 August 2025**

CLOSING TIME: 23H55PM

Name

 Bidder Name

Name

 Folder 1\_Financial Proposal

 Folder 2\_Technical Proposal

- 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 Bidders 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.

<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> <b>[TICK APPLICABLE BOX]</b>	<b>YES</b>		<b>NO</b>	
<b>IF YES, WHO ISSUED THE CERTIFICATE?</b>				
<b>REGISTERED WITH THE NATIONAL TREASURY CSD</b>	<b>YES</b>		<b>NO</b>	

1..1.1	ARE YOU THE ACCREDITED REPRESENTATIVE <b>IN SOUTH AFRICA FOR THE GOODS /SERVICES/WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]			
1..1.2	ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES/WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]			
1..1.3	<b>SIGNATURE OF BIDDER</b>				
1..1.4	<b>DATE</b>				
1..1.5	<b>FULL NAME OF AUTHORISED REPRESENTATIVE</b>				
1..1.6	<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b> (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)				
<b>[TICK APPLICABLE BOX]</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 BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED)</b>
1.3. <b>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.</b>
1.4. <b>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.</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>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.</b>

**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 annexes that complete the Bid Document

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

YES NO

<input type="checkbox"/>	<input type="checkbox"/>	One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and 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:</b> Specifications/Terms of Reference and Project Brief
<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 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.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure H: (if applicable):</b> A breakdown of how fees and work will be spread between members of the bidding consortium.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure I:</b> Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure J:</b> General Condition of Contract
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure K:</b> 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, 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 - 23h55 on the 05 March 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 26.3 of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause 26.5 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: [davidscm@dbsa.org](mailto:davidscm@dbsa.org)

No questions will be answered telephonically.

## **4. SUBMISSION OF TENDERS**

COMPULSORY BRIEFING: 24 July **2025** - Tender briefing will be done online via Microsoft teams.

LINK: [RFP066 2025 Compulsory Briefing Session Meeting 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).

CLOSING DATE: **04 August 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 [davidscm@dbsa.org](mailto:davidscm@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, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
- 14.1.1 the preparation or lodgement of their Bid
  - 14.1.2 the evaluation and clarification of their Bid; and
  - 14.1.3 the conduct of negotiations with the DBSA.
- 14.2 For the purposes of this clause 14, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.
- 14.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

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

- 15.1 Any complaint about the RFP or the Tendering Process must be submitted to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, ([tenders@dbsa.org](mailto: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 effect the fairness of the Tendering Process.

## **21. OBLIGATION TO NOTIFY ERRORS**

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

## **22. RESPONSIBILITY FOR BIDDING COSTS**

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

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

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

## 24. USE OF BIDS

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

## 25. BID ACCEPTANCE

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

## 26. EVALUATION PROCESS

- 26.1 The Bids will be evaluated and adjudicated as follows:

### 26.1.1 First Stage – 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 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: Eligibility 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.**

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
1	Standard conditions of tender as required.	48 hours	Y



<b>2</b>	Returnable documents completed and signed.	48 hours	Y
<b>3</b>	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: - Bidder <b>must be registered</b> to do business with the DBSA.	7 Working days	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.

26.1.1 further. Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

Only those Bidders which comply with the eligibility criteria will proceed to the Third Stage.

#### 26.1.2 **Third Stage – price**

26.1.2.1 Those Bidders which have passed the First Stage (Responsiveness Test) and Second Stage (Functional Evaluation) of the tender process will be eligible to be evaluated on the Third Stage, based on price, in accordance with the PPPFA regulations.

26.1.2.2 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 J to their Bids, any documentation which supports the responses provided in respect of the Eligibility Criteria below.**

#### 26.3 **First Stage: Pre-Qualifying Criteria**

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. 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

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
<b>1</b>	Adherence in submitting Tender as two stage folders with an option to extend for a further one (1) year depending on performance. (Folder 1 – Pre-qualifying and Functionality proposal & Folder 2 - Price proposal)	<b>Pre-Qualifier</b>	Y

<b>2</b>	Attendance register for Compulsory Briefing session – via Teams or Zoom	<b>Pre-Qualifier</b>	Y
<b>3</b>	Proof of individual professional registration as a chartered accountant with SAICA or equivalent body for Audit Partner/Director and Audit/Senior Manager.	<b>Pre-Qualifier</b>	Y
<b>4</b>	Audit firm to provide at least three reference letters of successfully completed external auditing assignments provided on KfW funded projects/programmes in the past 5 years. Audit firms can use references from across their offices.	<b>Pre-Qualifier</b>	Y
<b>5</b>	Audit Partner/Director must be a chartered accountant registered with SAICA or equivalent body in good standing and with a minimum of 10 years post articles experience. The CVs should clearly show experience in external auditing assignments, auditing of IFRS financial statements within financial services sector, DFI or medium to large corporates or Funds.	<b>Pre-Qualifier</b>	Y
<b>6</b>	Audit/Senior Manager allocated to the project must be a chartered accountant registered with SAICA or equivalent body in good standing and with a minimum of 5 years post articles experience. The CVs should clearly show experience in external auditing assignments, auditing of IFRS financial statements within financial services sector, DFI or medium to large corporates or Funds.	<b>Pre-Qualifier</b>	Y
<b>7</b>	Proof of audit firm registration with IRBA or equivalent body.	<b>Pre-Qualifier</b>	Y

**Note: A tender that fails to meet any Pre-Qualifying Criteria stipulated herein in the tender document is an unacceptable tender.**

#### **Eligibility Criteria**

***ONLY BIDS WHICH SATISFY ALL THE ABOVE ELIGIBILITY CRITERIA WILL BE EVALUATED ON PRICING.***

#### **PREPARATION OF PROPOSAL**

Each respondent is required to submit a proposal **structured as follows** and containing the following information:

1. Brief overview of the company profile and relevant experience. This should show the registered office address and the name (s) of the director(s) or partner(s) who will have ultimate responsibility for the management of the contract if awarded.
2. Curriculum Vitae of key senior personnel Director(s)/Partner(s) and Audit/ Senior Manager(s)) required to carry the external audit work. The CVs should clearly show the experience in external auditing assignments (auditing of IFRS financial statements within financial services sector, DFI or medium to large corporates or Funds). Only the

CVs of the senior personnel are required. Please do not submit generic CVs that do not clearly show the relevant experience required.

3. Any previous/current relationship, if any, with the DBSA or its affiliates
4. A declaration that the professional services provider understands and is qualified and prepared to perform the scope of work as detailed in section 3 (Scope of Work). Please show a confirmation of the output that will be delivered by the service provider, based on the scope of the work requested in section 3.
5. The proposal should be strictly structured in the above point 1-4 with a content page that shows clearly where the information required has been demonstrated.
6. It is important to follow the above structure, and generic submission will not be accepted.
7. All submissions should clearly address what has been required.

## RESPONSIVENESS CRITERIA

**Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders, and to have their tender submissions evaluated:**

The tenderer has in its employ professionals or has obtained a firm undertaking from professional service providers who have in their employ such experienced and qualified persons, that can provide such services listed in the table below:

**Note: A tender that fails to meet any Pre-Qualifying Criteria stipulated herein in the tender document is an unacceptable tender.**

Resources	
Proposed resource experience and qualifications	
<p>The CVs <b>of the senior resources</b> to be deployed to the assignment indicating the relevant experience in the following:</p> <ul style="list-style-type: none"> <li>Auditing Partner/Director must be a chartered accountants registered with SAICA or equivalent body in good standing and with a minimum of 10 years post articles experience. The CVs should clearly show experience in external auditing assignments, auditing of IFRS financial statements within financial services sector, DFI or medium to large corporates or Funds.</li> <li>Audit/Senior Manager allocated to the project must be a chartered accountant registered with SAICA or equivalent body in good standing and with a minimum of 5 years post articles experience. The CVs should clearly show experience in external auditing assignments, auditing of IFRS financial statements within financial services sector, DFI or medium to large corporates or Funds</li> </ul> <p><b><u>Senior Resources required:</u></b></p> <p>Resource 1: Audit Partner/ Director</p>	<b>Comply</b>

Resource 2: Audit/Senior Manager <b>Any resource replacement over 3 years should be of equal or equivalent experience.</b>	
<b>Company experience</b>	
<ul style="list-style-type: none"> <li>Audit firm with extensive experience in providing external auditing assignments of IFRS financial statements within the financial services sector, DFI or medium to large corporates. Audit firm must have at least 10 years external auditing experience</li> </ul>	<b>Comply</b>
<b>References</b>	
<ul style="list-style-type: none"> <li>Audit firm to provide at least three reference letters of successfully completed external auditing assignments provided on KfW funded projects/programmes in the past 5 years. Audit firms can use references from across their offices.</li> <li><b><u>A letter showing appointment to a panel does not count and must not be submitted.</u></b></li> </ul>	<b>Comply</b>
<b>Project plan and value-added services</b>	
<ul style="list-style-type: none"> <li>Provide a detailed audit plan on how the service provider plans to execute, manage and sign off the audit (within 2 months). The audit plan must include how the firm will resolve complex technical matters should the need arise. The plan should also demonstrate how the bidder will manage their resources/capacity to successfully perform the external audit work within two (2) months.</li> </ul>	<b>Comply</b>

**IT IS RECOMMEND LISTING MORE THAN THE MINIMUM REQUIRED NUMBER OF PROJECTS TO SAFEGUARD AGAINST DELISTING OF PROJECT DUE TO INCOMPLETENESS.**

#### 26.4 **Second Stage: Functional Criteria**

**Not applicable**

#### 26.5 **Third Stage: Price**

26.5.1 The Third Stage of evaluation of the Bids will be in respect of price and preference.

#### 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 includes:

- i. Any bidder that has a cumulative order book totaling 5 Awards with outstanding value, **may be excluded from further evaluation.**
- ii. Where a bidder has 5 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 5 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's 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:
- 35.1.1 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;
  - 35.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
  - 35.1.3 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;
  - 35.1.4 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 proceed with or suspend the Tendering Process prior to the execution of a formal written contract.
  - 36.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
  - 36.1.3 vary or extend any time or date specified in this RFP
  - 36.1.4 terminate the participation of any Bidder or any other person in the Tendering Process.
  - 36.1.5 require additional information or clarification from any Bidder or any other person;
  - 36.1.6 provide additional information or clarification.
  - 36.1.7 negotiate with any one or more Bidder;
  - 36.1.8 call for new Bid.
  - 36.1.9 reject any Bid received after the Closing Time; or

36.1.10 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).



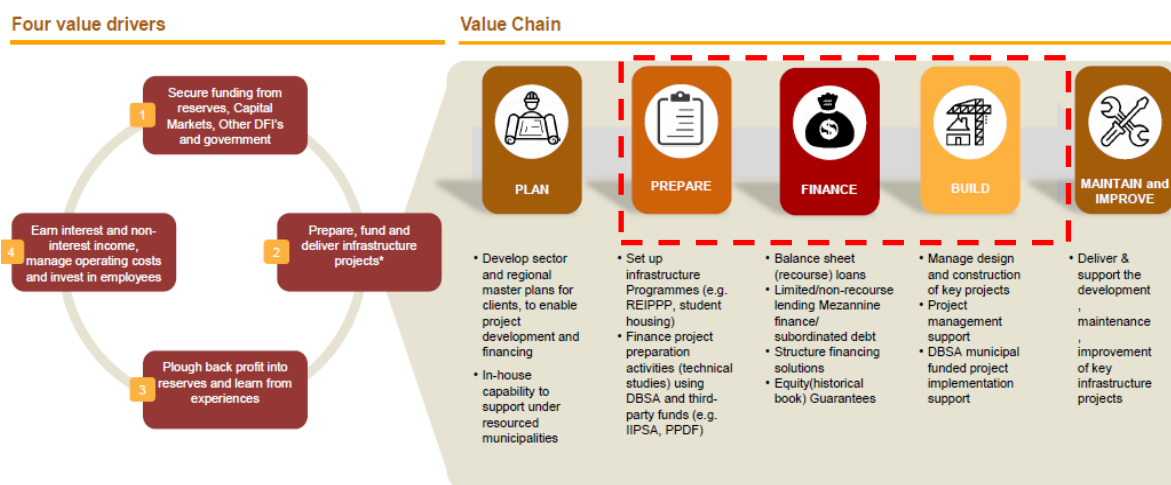
# Terms of Reference

## EXTERNAL AUDIT SERVICES FOR KFW FUNDS AND MANDATES



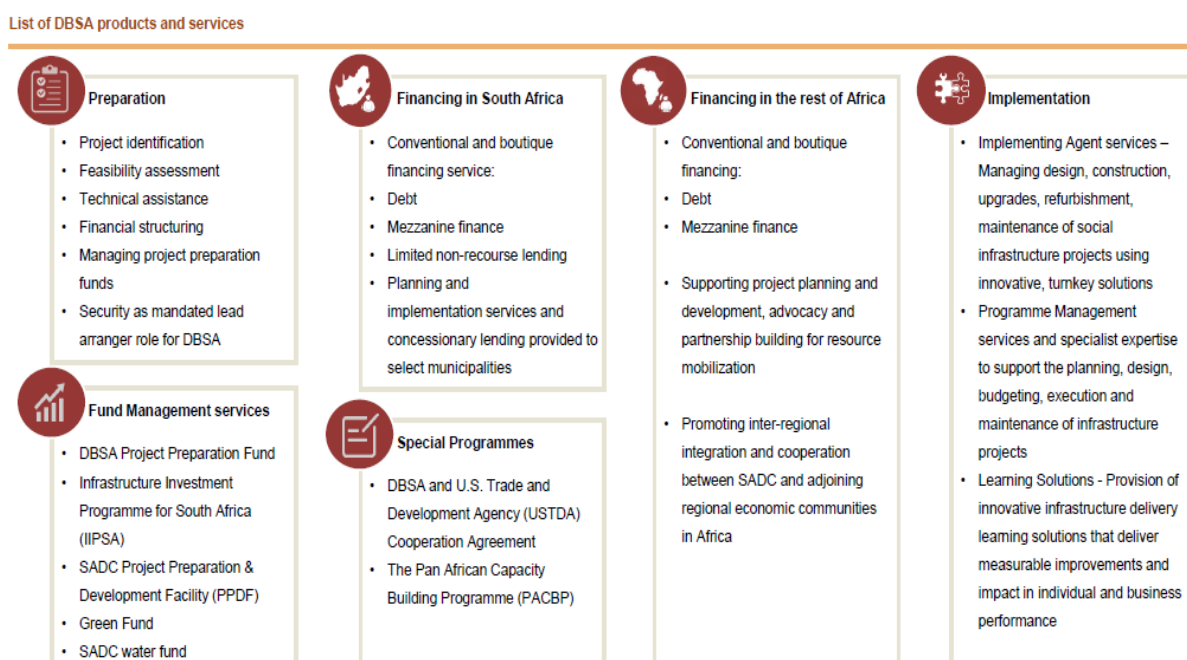
## 1. Background

The Development Bank of Southern Africa (“the DBSA” or “the Bank”) is a Development Finance Institution (“DFI”) wholly owned by the Government of the Republic of South Africa (“the shareholder”), with a mandate to finance infrastructure projects across Africa. This is achieved primarily through preparation, funding, and delivery of infrastructure projects in the markets within which the Bank operates.



**Figure 1: Primary focus areas of the DBSA**

DBSA primarily plays a key role in the preparation, funding and building phases of the infrastructure development value chain. The diagram below illustrates the various services as well as the key target markets per value chain segments.



## **2. PROBLEM STATEMENT**

The DBSA is a Development Finance Institution (DFI) regulated by the DBSA Act, and reports to the Minister of Finance and National Treasury. The DBSA is mandated by the Government of South Africa to provide financial, technical and other assistance to promote economic growth and development, human resource development, institutional capacity building and support development projects in the African continent. The DBSA is a centre of excellence for infrastructure development and is implementing various infrastructure projects on behalf of the Government of South Africa. The DBSA also plays an agent role in the management of a number of funds and mandates/programmes on behalf of third parties. The agreements between DBSA and principals of the funds sets out the obligations and responsibilities of the parties.

The DBSA has a hosting agreement with the Kreditanstalt für Wiederaufbau Development Bank (KfW). The hosting agreement gives DBSA the responsibility to provide financial management services to the KfW funds and mandate/programmes including ensuring that the annual financial statements of the funds and mandates/programmes are audited annually. The annual audits of the financial statements and agreed upon procedures of the funds and mandates/programmes has become an important milestone in giving assurance to various funders and stakeholders of the funds and mandates/programmes. The financial statements of the KfW funds and mandates/programmes are prepared in accordance with International Financial Reporting Standards (IFRS). The DBSA also plays an agent role in the management of a number of KfW funds and mandates/programmes. The Grant agreements entered between DBSA and KfW are legally binding agreements and sets out the obligations and responsibilities of the parties. KfW usually requires that the DBSA facilitates the performance of an annual audit on the funds and mandates/programmes. The annual audit of the funds also becomes an important milestone before the funds are further disbursed to the projects. KfW also request auditors to provide assurance based on agreed upon procedures as set in the grant agreements. The scope of the audit work and agreed upon procedures for the funds and mandates/programmes are as per the grant agreements or any other contracts or agreements between parties. The DBSA seeks to procure the services of an experienced and reputable international audit firm to give assurance services for the funds mandates/programmes that the DBSA manages on behalf of KfW. The period covered for each annual audit and agreed upon procedure engagements are for one year. The DBSA seeks to procure the services of an experienced and reputable international audit firm to give external audit assurance services for the KfW funds and mandates.

## **3. SCOPE OF WORK**

The DBSA requests the audit, agreed upon procedures or any other assurance services for the KfW funds and mandates/programmes that it manages. The scope of the audit work will be the external audit of annual financial statements and agreed upon procedures as required by KfW. KfW may however request, on an ad hoc basis, any other assurance

services to be provided over and above audit services and agreed upon procedures. The annual audits, agreed upon procedures and any other assurance services should be performed in terms of the Public Audit Act (PAA), the general notice issued in terms thereof, International Standards on Auditing (ISAs), International Standard on Assurance Engagements, (ISAE) 3000: Assurance engagements other than audits or reviews of historical financial information and the relevant principles from the International Standards of Supreme Audit Institutions (ISSAIs). The grant agreements between the KFW and the DBSA give further guidance to the scope of the audit or agreed upon procedures where applicable. The audit and agreed upon procedures will be for the funds and mandates/programmes ranging from very small to medium. The audit will include current and any other future KFW funds and mandates/programmes that are not audited by the DBSA Auditors, the Auditor-General of South Africa (AGSA). The appointment of the auditor will be for three (3) years, with an option to extend for a further one (1) year depending on performance.

#### **Southern African Development Community Project Preparation and Development Facility (SADC PPDF)**

Secretariat and the Development Bank of Southern Africa (DBSA). The Southern African Development Community (SADC) is committed to the establishment of a SADC Development Fund in terms of Article 26A of the Treaty and have thus established the SADC Project Preparation and Development Facility (PPDF) for the implementation and financing of an Infrastructure Programme. This Infrastructure Programme includes the identification, preparation, development and management of infrastructure projects in the SADC Region, funded by the SADC PPDF through various donors who donate funds to the SADC PPDF. The financial year end of the SADC PPDF is 31 March, and the Board meeting is held to approve the audited financial statements, therefore it is important for the audit engagement be completed and signed off by within two months after the year end. Refer to Annexure A for the audit requirements.

#### **KFW- Independent Power producer's Office (IPPO)**

A Grant Agreement and Separate Agreement was entered into between DBSA and KFW on the 4 December 2020. KFW will support the IPPO to improve the Renewable Energy Independent Power Producers Procurement Program (REI4P). The purpose of the grant is to improve the conditions for investments in renewable energies as well as the socio-economic development associated with the programme. The project activities that will be financed from the grant is the tendering of expert services through the IPPO/ DBSA according to the five outputs described in the impact matrix in the agreement and the implementation of consulting services under the guidance of the IPPO. The reporting

period for the grant is 1 September to 31 August each year. Refer to Annexure B for the audit requirements.

### **KFW Southern African Development Community (SADC) Water Fund**

The SADC member states mandated its Secretariat to establish a Water Fund to enable channelling of the International Cooperating Partner support to the SADC water sector. This decision led to SADC, KfW Development Bank and DBSA entering into a Financing and Project Agreement on 18 December 2012. The agreement mandated DBSA to serve as the Project Executing Agency responsible for managing the Fund. SADC and DBSA further entered into an Agency Agreement on 5 May 2014 which mandates DBSA to manage and implement the start-up phase of the Regional Fund for Water Infrastructure and Basic Sanitation. The key activities of the KFW SADC Water Project are to develop a regional funding instrument for implementation of transboundary and regional water supply and sanitation infrastructure for the SADC region. This includes setting up the institutional and organizational buildup the regional fund, selection of projects on the infrastructure projects. The financial year end of the SADC Water Fund is 31 March, and the Board meeting is held to approve the audited financial statements, therefore it is important for the audit engagement be completed and signed off by within two months after the year end. Refer to Annexure C for the audit requirements.

### **Any new funds and mandates/programmes required to be audited by KFW**

Any new funds and mandates/programmes that KFW wants to be audited. The scope and work to be audited will depend on the signed agreements.

## **4. EXPECTED DELIVERABLES**

The deliverables and the reporting format and templates required from the international audit firm will be in a line with the requirements and deliverables as specified in the separate agreements.

## **5. COMPETENCY AND EXPERTISE REQUIREMENTS**

- **Company track record and expertise**
  - Audit firm with extensive experience in providing external auditing assignments of IFRS financial statements within the financial services sector, DFI or medium to large corporates. Audit firm must have at least 10 years external auditing experience.
  - Audit firm to provide at least three reference letters of successfully completed external auditing assignments provided on KfW funded projects/programmes in the past 5 years. Audit firms can use references from across their offices.
- **Resource experience expertise and qualification**
  - Auditing Partner/Director must be a chartered accountants registered with SAICA or equivalent body in good standing and with a minimum of 10 years post articles experience.

The CVs should clearly show experience in external auditing assignments, auditing of IFRS financial statements within financial services sector, DFI or medium to large corporates or Funds.

- Audit/Senior Manager allocated to the project must be a chartered accountant registered with SAICA or equivalent body in good standing and with a minimum of 5 years post articles experience. The CVs should clearly show experience in external auditing assignments, auditing of IFRS financial statements within financial services sector, DFI or medium to large corporates or Funds.

## 6. INFORMATION SUPPLIED BY THE DBSA

- Access to relevant information and data.
- Access to DBSA personnel, relevant process and documents.

## 7. PROJECT REPORTING ARRANGEMENTS

The DBSA requires external audit services delivered with the agreed timelines. A final signed audit and management report will be required to close the project. Regular updates on progress and key issues identified should be promptly communicated and DBSA will provide all the information required so that the senior staff members are able to provide the required information.

## 8. SPECIAL CONDITIONS

During project execution should it be determined that the requested skills are not available to adequately deliver on the agreed deliverables, DBSA reserves the right to reduce/amend the scope of work in line with the service providers capability statement.

## 9. DURATION OF THE SERVICE:

- Three (3) years with an option to extend for a further one (1) year depending on performance.

## 10. RESPONSIVENESS

**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)
1	Adherence in submitting Tender as two stage folders with an option to extend for a further one (1) year depending on performance. (Folder 1 – Pre-qualifying and Functionality proposal & Folder 2 - Price proposal)	Pre-Qualifier	Y
2	Attendance register for Compulsory Briefing session – via Teams or Zoom	Pre-Qualifier	Y
3	Proof of individual professional registration as a chartered accountant with SAICA or equivalent body for Audit Partner/Director and Audit/Senior Manager.	Pre-Qualifier	Y
4	Audit firm to provide at least three reference letters of successfully completed external auditing assignments provided on KfW funded projects/programmes in the	Pre-Qualifier	Y

	past 5 years. Audit firms can use references from across their offices.		
5	Audit Partner/Director must be a chartered accountant registered with SAICA or equivalent body in good standing and with a minimum of 10 years post articles experience. The CVs should clearly show experience in external auditing assignments, auditing of IFRS financial statements within financial services sector, DFI or medium to large corporates or Funds.	Pre-Qualifier	Y
6	Audit/Senior Manager allocated to the project must be a chartered accountants registered with SAICA or equivalent body in good standing and with a minimum of 5 years post articles experience. The CVs should clearly show experience in external auditing assignments, auditing of IFRS financial statements within financial services sector, DFI or medium to large corporates or Funds.	Pre-Qualifier	Y
7	Proof of audit firm registration with IRBA or equivalent body.	Pre-Qualifier	Y

## 11. PREPARATION OF PROPOSAL

Each respondent is required to submit a proposal **structured as follows** and containing the following information:

8. Brief overview of the company profile and relevant experience. This should show the registered office address and the name (s) of the director(s) or partner(s) who will have ultimate responsibility for the management of the contract if awarded.
9. Curriculum Vitae of key senior personnel Director(s)/Partner(s) and Audit/ Senior Manager(s)) required to carry the external audit work. The CVs should clearly show the experience in external auditing assignments (auditing of IFRS financial statements within financial services sector, DFI or medium to large corporates or Funds). Only the CVs of the senior personnel are required. Please do not submit generic CVs that do not clearly show the relevant experience required.
10. Any previous/current relationship, if any, with the DBSA or its affiliates
11. A declaration that the professional services provider understands and is qualified and prepared to perform the scope of work as detailed in section 3 (Scope of Work). Please show a confirmation of the output that will be delivered by the service provider, based on the scope of the work requested in section 3.
12. The proposal should be strictly structured in the above point 1-4 with a content page that shows clearly where the information required has been demonstrated.
13. It is important to follow the above structure, and generic submission will not be accepted.
14. All submissions should clearly address what has been required.

## 12. RESPONSIVENESS CRITERIA

**Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders, and to have their tender submissions evaluated:**

The tenderer has in its employ professionals or has obtained a firm undertaking from professional service providers who have in their employ such experienced and qualified persons, that can provide such services listed in the table below:

**Note: A tender that fails to meet any Pre-Qualifying Criteria stipulated herein in the tender document is an unacceptable tender.**

<b>Resources</b>	
<b>Proposed resource experience and qualifications</b>	
<p>The CVs of the senior resources to be deployed to the assignment indicating the relevant experience in the following:</p> <ul style="list-style-type: none"> <li>Auditing Partner/Director must be a chartered accountants registered with SAICA or equivalent body in good standing and with a minimum of 10 years post articles experience. The CVs should clearly show experience in external auditing assignments, auditing of IFRS financial statements within financial services sector, DFI or medium to large corporates or Funds.</li> <li>Audit/Senior Manager allocated to the project must be a chartered accountant registered with SAICA or equivalent body in good standing and with a minimum of 5 years post articles experience. The CVs should clearly show experience in external auditing assignments, auditing of IFRS financial statements within financial services sector, DFI or medium to large corporates or Funds</li> </ul> <p><b><u>Senior Resources required:</u></b></p> <p>Resource 1: Audit Partner/ Director</p> <p>Resource 2: Audit/Senior Manager</p> <p><b>Any resource replacement over 3 years should be of equal or equivalent experience.</b></p>	<b>Comply</b>
<b>Company experience</b>	
<ul style="list-style-type: none"> <li>Audit firm with extensive experience in providing external auditing assignments of IFRS financial statements within the financial services sector, DFI or medium to large corporates. Audit firm must have at least 10 years external auditing experience</li> </ul>	<b>Comply</b>
<b>References</b>	
<ul style="list-style-type: none"> <li>Audit firm to provide at least three reference letters of successfully completed external auditing assignments provided on KfW funded projects/programmes in the past 5 years. Audit firms can use references from across their offices.</li> <li><b><u>A letter showing appointment to a panel does not count and must not be submitted.</u></b></li> </ul>	<b>Comply</b>
<b>Project plan and value-added services</b>	
<ul style="list-style-type: none"> <li>Provide a detailed audit plan on how the service provider plans to execute, manage and sign off the audit (within 2 months). The audit plan must include how the firm will resolve complex technical matters should the need arise. The plan should also demonstrate how</li> </ul>	<b>Comply</b>

the bidder will manage their resources/capacity to successfully perform the external audit work within two (2) months.		
<b>Price &amp; BEE</b>	<b>Price BEE</b>	<b>80 20</b>

### **Reservations**

The DBSA expressly reserves the following rights:

To appoint more than one service provider.

To waive any or all irregularities in the proposals submitted.

To retain the right not to select any Service Provider.

### **Indication of preference**

The award will be based on the most successful tenderer in terms of technical criteria, BEE and competitive price offer.

### **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 copyrights, patents and registered trademarks on matters directly related to or derived from the work carried out through this contract.

## **ANNEXURE A PRICING SCHEDULE**

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



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

The Service Provider must provide their pricing proposal based on the pricing table below.

**Bidders must quote as per below pricing schedule.**

**Pricing schedule- this should be submitted separately from the Functional Evaluation documents.**

**Year 1. Pricing**

Resource	Role	Rate/hour	Estimated Hours	Total
Resource 1: Partner/ Director	Review and sign-off			
Resource 2: Audit Senior/ Manager	Review			
Audit clerk 1:	Execution			
Audit clerk 2:	Execution			
<b>Average rate/totals</b>				

- a. Pricing must be in ZAR, and inclusive of VAT.
- b. Please quote the price for one external audit assignment excluding disbursements that will be completed within two (2) months. The rate per hour, time for execution, review and sign-off and totals must be shown for each resource.

**Year 2 Pricing**

Resource	Role	Rate/hour	Estimated Hours	Total
Resource 1: Audit Partner/ Director	Review and sign-off			

Resource 2: Audit Senior/ Manager	Review			
Audit clerk/consultant 1:	Execution			
Audit clerk/consultant 2:	Execution			
<b>Average rate/totals</b>				

- a. Pricing must be in ZAR, and inclusive of VAT.
- b. Please quote the price for one external audit assignment excluding disbursements that will be completed within two (2) months. The rate per hour, time for execution, review and sign-off and totals must be shown for each resource.

### **Year 3 pricing**

Resource	Role	Rate/hour	Estimated Hours	Total
Resource 1: Partner/ Director	Review and sign-off			
Resource 2: Audit Senior/ Manager	Review			
Audit clerk 1:	Execution			
Audit clerk 2:	Execution			
<b>Average rate/totals</b>				

- a. Pricing must be in ZAR, and inclusive of VAT.
- b. Please quote the price for one external audit assignment excluding disbursements that will be completed within two (2) months. The rate per hour, time for execution, review and sign-off and totals must be shown for each resource.

**THE ABOVE FORMAT SHOULD BE STRICTLY ADHERED TO WHEN SUBMITTING THE PRICING SCHEDULE.**

Inflation rates increase in year 2 and year 3 is xxx and xxx respectively.

### **RESERVATIONS**

The DBSA expressly reserves the following rights:

- To appoint more than one service provider for this assignment.
- To waive any or all irregularities in the proposals submitted.
- To appoint different service providers for different levels of the assigned work.
- To retain the right not to select any Service Provider for this assignment.

### **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.

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

#### **FORM OF OFFER AND ACCEPTANCE (AGREEMENT)**

##### **THE CONSULTANT IS TO COMPLETE AND SIGN THE FORM OF OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following services:

##### **RFPxxx/2025: EXTERNAL AUDIT SERVICES FOR KFW FUNDS AND MANDATES**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the consultant under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF ALL TAXES IS**

\_\_\_\_\_ (in words);      ZAR \_\_\_\_\_ (in figures),

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the consultant in the Conditions of Contract identified in the Contract Data.

**Signature(s)** \_\_\_\_\_

**Name(s)**

**Capacity** \_\_\_\_\_

For the  
*Tenderer*

---

(Name and address of organisation)

Name and signature of witness \_\_\_\_\_ Date \_\_\_\_\_

## 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

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

---

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- .....  
.....
- 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 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 DECLARATION

I, \_\_\_\_\_ the \_\_\_\_\_ undersigned,  
(name)..... in  
submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;  
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;  
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.  
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.  
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.  
3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

**SBD 4**

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM 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 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**

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#### 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 **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 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	80/90
PREFERENCE POINTS	20/10
<b>Total points for Price and Preference Points</b>	<b>100</b>

**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 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

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 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

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 or 90/10 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 or 90/10 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 or 90/10 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 both the 90/10 and 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		
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(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.

<p>..... <b>SIGNATURE(S) OF TENDERER(S)</b></p> <p><b>SURNAME AND NAME:</b> .....</p> <p><b>DATE:</b>.....</p> <p><b>ADDRESS:</b>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
---

#### RESTRICTED SUPPLIERS

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

Item	Question	Yes	No
------	----------	-----	----

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

## Annexure D

**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 E**

**Bidders are required, as annexure G 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 H, 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 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 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 ACQUINTED WITH THE RIGHTS AND OBLIGATIONS OF ALL PARTIES INVOLVED IN DOING BUSINESS WITH GOVERNMENT.

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

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

## **Annexure 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](mailto:dbsa@whistleblowing.co.za)  
Free Post : Free Post KZN 665 | Musgrave | 4062  
SMS : 33490

## Annexure J

### Declaration of Undertaking

Reference name of the Application/Offer/Contract:

("Contract")<sup>1</sup>

To:

("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")<sup>2</sup> subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture, or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
  - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganization or being in any analogous situation;
  - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organization, money laundering, terrorist-related offences, child labor or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
  - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
  - 2.4) having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such contract performance, unless this termination was challenged, and dispute resolution is still pending or has not confirmed a full settlement against us;
  - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;
  - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or ~~respectively on the relevant~~ list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of*

1 Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

2 The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

*Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or*

- 2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
  - 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
  - 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
  - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
  - 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
  - 3.5) in the case of procurement of Works, Plant or Goods:
    - i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
    - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
  - 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
  - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
  - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labor standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International

Labor Organisation<sup>3</sup> (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: \_\_\_\_\_ In the capacity of:

Duly empowered to sign in the name and on behalf of<sup>4</sup>: \_\_\_\_\_

Signature:

Dated:

\_\_\_\_\_

<sup>3</sup> In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

<sup>14</sup> In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder