

REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED	
BID NUMBER:	RFP139/2026
ISSUED DATE:	18 August 2026
COMPULSORY BRIEFING SESSION DETAILS:	Tender briefing will be done online via Microsoft teams. Bidders are advised to use the link below to register and join the briefing session. Click on the link to join the meeting. Bidders must complete their details fully in order to have access to the briefing session. The link will only be accessible 15 minutes before the meeting. Date: 27 August 2026 Time: 14:00 -15:00 Microsoft Teams meeting <u>Compulsory Briefing Session link RFP 139/2026</u> Meeting ID: 386 800 701 682 450 Passcode: nv7z6Xs3
CLOSING DATE:	08 September 2026
CLOSING TIME:	23H55 (Midnight)
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	The tender offer validity period is 120 calendar days from the closing time for submission of Tenders. Tenderers non-acceptance of subsequent validity extensions will result in tenderers exclusion from process, whilst the process will continue to conclude.
DESCRIPTION OF BID:	The appointment of credible and experienced Service provider for the provision of Employee Wellness Programme and Employee Assistance Programme for a period of a five (5) years to the DBSA
BID DOCUMENTS ELECTRONIC SUBMISSION:	1. ELECTRONIC SUBMISSIONS <u>INSTRUCTIONS:</u> ➤ Bidders are required to submit written requests for clarification and OneDrive Link for RFP submission via e-

	mail to KgomotsoSCM@dbsa.org ONLY, quoting the RFP Number on the subject of the e-mail. Clarifications must be done three (3) working days before submission day. ➤ Bidders will thereafter receive a OneDrive Link to upload their submission documents electronically. ➤ OneDrive request will be considered up to and Including 07 September @16:30 Johannesburg time. Any requests after the stipulated date and time may be disregarded. NB: Electronic submission is encouraged for all bidders interested in this tender. No physical bids will be received or accepted at the DBSA offices
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	



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

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

Table of Contents

<u>PART A</u>	4
<u>PART B</u>	7
<u>PART C</u>	8
<u>PART D</u>	9
<u>1. POPIA INFORMED CONSENT</u>	39
<u>Email: infoereg@justice.gov.za Fees and Assumptions</u>	45
<u>Price proposal</u>	47
<u>Annexure B</u>	48
<u>Annexure C</u>	51
<u>80/20 or 90/10</u>	52
<u>Annexure D</u>	57
<u>Annexure E</u>	58
<u>Annexure F</u>	59
<u>Annexure G</u>	60
<u>Annexure H</u>	61
<u>Annexure I</u>	62

**PART A
INVITATION TO BID**

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

BID NUMBER: RFP116/2026

DESCRIPTION: PROVISION OF CONSULTING SERVICES TO REVIEW THE OUTCOMES OF THE REQUEST FOR INFORMATION (RFI) ISSUED BY DCDT AND SAPO, PREPARE A BUSINESS CASE, AN INDICATIVE COSTING MODEL FOR THE PROPOSED SOLUTION AND PREPARE A REQUEST FOR PROPOSALS (RFP).

CLOSING DATE: 08 September 2026

CLOSING TIME: 23H55 (Telkom time)

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.

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED)
1.3. SOUTH AFRICAN BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED BY BIDDING INSTITUTION.
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MUST BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
2. TAX COMPLIANCE REQUIREMENTS
2.1 ALL BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS IN THEIR COUNTRY OF RESIDENCE.
2.2 SOUTH AFRICAN BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 SOUTH AFRICAN BIDDERS CAN APPLY FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 SA BIDDERS' MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER (TAX COMPLIANCE) IN ACCORDANCE WITH APPLICABLE LEGISLATION IN THEIR COUNTRY OF RESIDENCE.
2.6 WHERE SA BIDDERS HAVE NO TCS AVAILABLE BUT ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

PART C

CHECKLIST OF 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**

☐	☐	Original Bid document
☐	☐	Part A: Invitation to Bid
☐	☐	Part B: Terms and Conditions of Bidding
☐	☐	Part C: Checklist of Compulsory Returnable Schedules and Documents
☐	☐	Part D: Conditions of Tendering and Undertakings by Bidders
☐	☐	Part E: Specifications/Terms of Reference and Project Brief
☐	☐	Annexure A: Price Proposal Requirement
☐	☐	Annexure B: SBD4 Declaration of Interest
☐	☐	Annexure C: SBD6.1 and B-BBEE status level certificate
☐	☐	Annexure D: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
☐	☐	Annexure E: Certified copies of latest share certificates, in case of a company.
☐	☐	Annexure F: (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium.
☐	☐	Annexure G: Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.
☐	☐	Annexure H: General Condition of Contract
☐	☐	Annexure I: CSD Tax Compliance Status and Registration Requirements Report

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** means the time, specified as such under the clause (Bid Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment (where applicable).
- 1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.
- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2022 published in terms of the PPPFA.

- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause **Error! Reference source not found.** of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause **Error! Reference source not found.** of this Part C, as prescribed by the PPPFA.
- 1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.21 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22 **SARS** means the South African Revenue Service.
- 1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 **SLA** means Service Level Agreement.
- 1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 **State** means the Republic of South Africa.
- 1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.30 **Website** means a website administered by DBSA under its name with web address 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: KgomotsoSCM@dbsa.org

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

ONEDRIVE LINK REQUESTS: Bidders are asked to nominate one dedicated contact person (name, email address and phone number).

Link Request DATE By: **07 September 2026**

Link Request TIME By: **16H30**

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 kgomotsoscm@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)
- 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 in submitting Tender as two stage folders Folder 1 – Pre-qualifiers and Functionality proposal Folder 2 - Price proposal	Pre-Qualifier	Y
2	Attendance of the Compulsory Briefing Session attended by the Tenderer Virtual	Pre-Qualifier	Y
2	Qualification and Registration Social Worker Degree in Social Work and registered with South African Council for Social Service Professions (SACSSP). Clinical Psychologists Degree in the field of Psychology and registered with Health Professions Council of South Africa (HPCSA) (e.g. Clinical, Counselling, Education, Industrial, Research Psychologist). Lawyer LLB or an equivalent legal qualification with Litigation and advisory. Professional nurses Basic R425 nursing qualification, registered with South African Nursing Council (SANC) Financial Coach	Pre-Qualifier	Y

Degree in Accounting/ Financial Management / Cost management Accounting or related degree.		
--	--	--

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
2	Returnable documents completed and signed.	48 hours	Y
3	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: - Bidder must be registered to do business with the DBSA.	7 working days	Y
4	A Tax Pin issued by SARS.	7 working days	Y

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

26.1.2 Second Stage – Functionality Criteria

26.1.2.1 Only those Bidders who meet the minimum threshold set will be evaluated further.
Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

26.1.2.2 Bidders will be assessed on the functional criteria (Second Stage) as set out in this RFP.

Evaluation Categories	Criteria / Questions / Guidelines	Points
1. Track Record		25
Client Reference Letters	Bidder must provide reference letters from contactable references signed by a duly authorised person on the company's letterhead with contact details (name, email address and telephone number). Each letter must include a description of employee wellness services rendered to clients; specify the duration of the experience in years and indicate a detailed description of actual services provided. The reference letters cannot be older than five (5) years and	

	must be from a medium to large entity (minimum of 500 employees). Only fully compliant reference letters with the above requirements will be considered. The references provided will be verified to ascertain authenticity. • Five (5) or more contactable relevant reference letters validating the nature of the terms/tenure of Employee wellness services = 25 points • Four (4) contactable relevant reference letters validating the nature of the terms/tenure of Employee wellness services = 19 points • Three (3) contactable relevant reference letters validating the nature of the terms/tenure of Employee wellness services = 15 points • Two (2) contactable relevant reference letter validating the nature of the terms/tenure of Employee wellness services = 10 points • One (1) contactable relevant reference letter validating the nature of the terms/tenure of Employee wellness services = 5 points • No reference letter submitted, or Reference letters submitted are not fully compliant with the requirements stated on the guidelines or reference letters provided are not relevant to the scope of work = 0 points	
2. Team Capacity and Experience of allocated personnel		35
Evaluation Categories	Criteria / Questions / Guidelines	Points
Team Capacity	Ability/capacity of the company to render the service: Below is a list of call centre employees. The 24-hour call centre consists of each of the following, qualified team members • Psychologists or registered Counsellors- registered with the Health Profession Council South Africa (HPCSA) • Social worker- South African Council for Social Service Professions (SACSSP). • Nurses- basic R425 nursing qualification, registered with South African Nursing Council (SANC)	20

	• Financial Coach/Planner- Degree in Accounting/ Financial Management / Cost management Accounting or related degree. • Lawyer - LLB or equivalent legal qualification. Points to be allocated as follows: • Operational counselling call centre with more than 20 staff Members (where all the above members are present) = 20 points • Operational counselling call centre with 16-20 staff members (where all the above members are present) = 15 points • Operational counselling call centre with 11 -15 staff members (where all the above members are present) = 10 points • Operational counselling call centre with 5-10 staff members (where all the above members are present) = 5 points • Operational counselling call centre with less than 5 staff members (where all the above members are present) = 0 points	
Evaluation Categories	Criteria / Questions / Guidelines	Points
Experience of allocated personnel	The service provider must provide evidence that they have qualified and experienced professionals in their team that include; Social Workers, Nurses, Psychologists, Lawyers, and Financial Coach/planner, registered with relevant professional bodies with a minimum number of years' experience (attach copies of qualification and certificate of registration as per the below), and CVs must be provided (CV must follow the format as laid down in Annexure 3). • Social Workers - A Degree in Social Work and Registered with SACSSA with more than 5 years' experience in the field • Psychologists - A Degree in the field of Psychology. Registered with HPCSA (e.g. Clinical, Counselling, education, Industrial, research psychologist) with more than 5 years' experience • Lawyers - LLB or equivalent qualification with more than 5 years' experience in advisory • Nurses - Basic R425 qualification. Registered with SANCA with more than 5 years' experience as a	15

	professional nurse - Financial Coach/Planner - National Diploma or B degree in Accounting/ Financial Management / Cost management Accounting with more than 5 years' experience as Financial Coach/Planner Comply with the above requirements = 15 points - Social Workers - A Degree in Social Work and Registered with SACSSP with 5 years' experience in the field. - Psychologists - A Degree in the field of Psychology. Registered with HPCSA (e.g. Clinical, Counselling, education, Industrial, research psychologist) with 5 years' experience - Lawyers - LLB or equivalent qualification with 5 years' experience in advisory services. - Nurses - Basic R425 qualification. Registered with SANCA with 5 years' experience as a professional nurse - Financial Coach/ Planner - National Diploma or B degree in Accounting/ Financial Management / Cost management Accounting with 5 years' experience as Financial Coach/Planner Comply with the above requirements = 11 points Non-compliance with the above requirements = 0 points	
3. Methodology and Approach		20
Evaluation Categories	Criteria / Questions / Guidelines	Points
Methodology and Approach	Provide a methodology and approach that aligns with the scope of work (SOW) and requirements of the EAP and EWP. Demonstrate customisation/understanding of the DBSA needs and bidder to provide a solution in line with the scope of work (section 5) above. Bidder must provide a comprehensive methodology and approach that demonstrates alignment with the Scope of Work (Sections 5.1–5.7). This includes: Strategy development and implementation Methodology (section 5.1) - Methodology for conducting needs analysis, benchmarking, strategy development, implementation planning, communication strategy, monitoring and evaluation framework, and governance. Employee Wellness Programme (EWP) Methodology (section 5.2) - Comprehensive	

	approach to planning, implementing and managing wellness programmes, executive wellness, annual wellness calendar, wellness events, targeted wellness interventions and committee support. • Employee Assistance Programme (EAP) Service Delivery Model (section 5.3) - Methodology for delivery of counselling services, referral pathways, accessibility, organisational change support, trauma response, family support, and service management. • Stakeholder Engagement, awareness and line management support (Sections 5.4 and 5.5) - Approach to employee engagement, communication campaigns, wellness awareness initiatives, induction programmes, line manager training, coaching and support services. • Digital platform, reporting and continuous improvement (sections 5.6 and 5.7) - Digital platform capabilities, accessibility, utilisation management, data analytics, reporting methodology, recommendations, quality assurance, and continuous improvement. • Innovation and value-added services - Innovative service delivery models, technology-enabled wellness solutions, industry best practices, additional wellness offerings, and demonstrated value-add beyond minimum requirements. Fully comprehensive- methodology addressing all elements of Sections 5.1–5.7, with clear customisation to DBSA needs and robust delivery mechanisms = 20 points Strong methodology- not covering all elements, with minor gaps in detail or limited customization = 15 points. Minimum compliance- methodology aligns with SOW but lacks depth in certain areas or methodology insufficiently addresses DBSA requirements or methodology not covering all elements = 0 points	
4. Employee Wellness Service Support		20
Evaluation Categories	Criteria / Questions / Guidelines	Points
Employee Wellness Service Support	The bidder must demonstrate its capability, methodology, resources, and experience in providing ongoing Employee Wellness Services Support, including wellness programme coordination, wellness interventions, employee engagement, awareness initiatives, wellness events, stakeholder management, and support to the Wellness Committee. • Wellness Programme Support and Coordination - Approach to supporting and coordinating ongoing wellness initiatives and implementation of the wellness calendar.	

	• Wellness Events and Campaigns - Methodology for planning and delivering annual wellness days, health awareness campaigns and wellness-related initiatives. • Targeted Wellness Interventions - Ability to design and implement mental health, financial wellness, burnout prevention, work-life balance and health promotion programmes. • Stakeholder Engagement and Wellness Committee Support - Approach to supporting the Wellness Committee, employee engagement and collaboration with DBSA stakeholders. • Awareness, Communication and Participation Strategy - Innovative awareness campaigns and mechanisms to drive employee participation The bidder has provided a portfolio of evidence and samples that are relevant, and that covers all the above-mentioned wellness service support elements. = 20 points. The bidder has provided a portfolio of evidence and samples that are relevant, and that covers three (3) or more of the required wellness service support elements indicated above = 15 points. The bidder has provided a portfolio of evidence and samples that are relevant, and that covers less than three (3) of the required wellness service support elements indicated above = 0 points.	
Total		100
Minimum Threshold		75

Proposals with functionality / technical points of less than the pre-determined minimum overall percentage of 75% will be eliminated from further evaluation on Price and Preference Points Evaluation

NB: The team proposed in response to this RFP shall be the same team assigned to deliver the required services, unless otherwise agreed to in writing by the DBSA. The preferred bidder is expected to deploy the personnel whose credentials were submitted as part of the bid documentation.

Where it is not feasible to assign the originally proposed personnel, the bidder must obtain prior approval from the DBSA for any proposed replacement. Any substitute resource must possess qualifications, skills, and experience that are equivalent to or exceed those of the originally proposed individual, including a comparable number of years of relevant experience.

- 26.1.3 **Third Stage – Financial Offer (Price) and Specific Goals With reference to the PPPFA 2022, the evaluation shall be based on the 80/20 Principle and the points for evaluation criteria are as follows:**

	Evaluation Criteria	Points
1	Price	80
2	Specific Goals (BBEE Level)	20
3	Total	100

- 26.1.3.1 Those Bidders which have passed the First Stage (Responsiveness Test) and Second Stage (Functionality Evaluation) of the tender process will be eligible to be evaluated on the Third Stage, based on price, in accordance with the PPPFA regulations.
- 26.1.3.2 The recommended preferred Bidder will be the Bidder with the lowest overall price in the Third Stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP, in line with the PPPFA Regulations.
- 26.1.3.3 Refer to **the annexure A1 for a pricing schedule.**

26.1.4 **Risk Analysis and Objective Criteria**

- 26.1.4.1. In addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as “Other Objective Criteria” in terms of the National Treasury PPR 2022 order to ascertain suitability for award – DBSA reserve the right to clarify any aspects listed hereunder where applicable.
- 26.1.4.2. If having passed Responsiveness, the tenderer will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Complaint Pin issued by the South African Revenue Services.
- 26.1.4.3. Fully registered with the National Treasury Central Supplier Database.
- 26.1.4.4. No misrepresentation in the tender information submitted.
- 26.1.4.5. Online verification of the Professional Registration Document will be actioned only to confirm the authenticity of the document.
- 26.1.4.6. The DBSA reserves the right to request a bidder to provide formal documented evidence within 48hrs (independent from bidder; e.g. employer), to prove authenticity of the documents and its content, failing which will result in bid being deemed non-responsive. Such evidence must include a contactable reference via email and telephone.
- 26.1.4.7. The DBSA reserves the right to further action an authenticity verification of the documents and content, through contacting the representing employer/s and/or contactable reference.
- 26.1.4.8. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- 26.1.4.9. The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender

process and persons in the employ of the state are permitted to submit tenders or participate in the contract.

- 26.1.4.10. Convicted by a court of law for fraud and corruption
- 26.1.4.11. Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.
- 26.1.4.12. Any bidder who has had a tender award terminated by the DBSA for non-performance during the 18 months preceding the closing date of this RFP will not be eligible for award under this RFP. In addition, any bidder who has received a written notice of non-performance in the twelve-month period preceding the award of this RFP, may in the discretion of the DBSA, be excluded from recommendation for further awards until the non-performance, or the circumstance giving rise to the non-performance, has been remedied to the satisfaction of the DBSA.
- 26.1.4.13. PEP Check and Procure Check to be initiated and if negative, may result in exclusion.
- 26.1.4.14. Any bidder that has a cumulative order book totalling 5 Awards with outstanding value, may be excluded from further evaluation.
- 26.1.4.15. 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.
- 26.1.4.16. Where a bidder has 3 active Awards with an outstanding value and at least one of the projects has stalled for a period of 6 months or more, or the client has placed the project on hold indefinitely, the bidder may be included for further evaluation and/or recommendation for award.

27. 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.
- 28.** 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.

29. STATUS OF BID

- 29.1 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.
- 29.2 A Bid must not be conditional on:
- 29.2.2 the Board approval of the Bidder or any related governing body of the Bidder being obtained.
 - 29.2.3 the Bidder conducting due diligence or any other form of enquiry or investigation.
 - 29.2.4 the Bidder (or any other party) obtaining any regulatory approval or consent.
 - 29.2.5 the Bidder obtaining the consent or approval of any third party; or
 - 29.2.6 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
- 29.3 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).
- 29.4 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.

30. CLARIFICATION OF BIDS

- 30.1 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.

- 30.2 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.

31. DISCUSSION WITH BIDDERS

- 31.1 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.
- 31.2 Where applicable, the DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.
- 31.3 The DBSA is under no obligation to undertake discussions with, and Bidders.
- 31.4 In addition to presentations and discussions, the DBSA may request some or all Bidders to:
- 31.4.2 conduct a site visit, if applicable.
 - 31.4.3 provide references or additional information; and/or
 - 31.4.4 make themselves available for panel interviews.

32. SUCCESSFUL BIDS

- 32.1 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.
- 32.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 32.3 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.

33. NO OBLIGATION TO ENTER INTO CONTRACT

- 33.1 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.
- 33.2 The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

34. BIDDER WARRANTIES

34.1 By submitting a Bid, a Bidder warrants that:

- 34.1.2 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;
- 34.1.3 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
- 34.1.4 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;
- 34.1.5 it accepts and will comply with the terms set out in this RFP; and
- 34.1.6 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

35. DBSA'S RIGHTS

35.1 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:

- 35.1.2 cease to proceed with or suspend the Tendering Process prior to the execution of a formal written contract.
- 35.1.3 alter the structure and/or the timing of this RFP or the Tendering Process;
- 35.1.4 vary or extend any time or date specified in this RFP
- 35.1.5 terminate the participation of any Bidder or any other person in the Tendering Process.
- 35.1.6 require additional information or clarification from any Bidder or any other person;
- 35.1.7 provide additional information or clarification.
- 35.1.8 negotiate with any one or more Bidder;
- 35.1.9 call for new Bid.
- 35.1.10 reject any Bid received after the Closing Time; or
- 35.1.11 reject any Bid that does not comply with the requirements of this RFP.

36. GOVERNING LAWS

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

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

36.3 All Bids must be completed using the English language and all costing must be in South African Rand (ZAR).

PART E

TERMS OF REFERENCE

1. INTRODUCTION

The Development Bank of Southern Africa (“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. The Bank has positioned itself as a Development Finance Institution (DFI) that champions and leads infrastructure integration and development. The Bank has sought to promote economic and social development by mobilising financial and other resources from the national and international, private, and public sectors for sustainable development projects in South Africa, the Southern African Development Community (SADC) region, and the entire African continent. In broad and aspirational terms, the Bank envisions a prosperous and integrated, resource-efficient region that is progressively free from poverty and dependency. For more information, please access the website at www.dbsa.org.

2. BACKGROUND AND CONTEXT

The DBSA acknowledges that employees are its most valuable asset and is committed to promoting their holistic well-being. To this end, the DBSA seeks to implement a comprehensive employee wellness benefit that supports the physical, mental, and financial well-being of approximately 800 employees, including an approximate annual graduate cohort of around 40.

In the context of DBSA, employee wellness is a comprehensive approach that combines various support services, including the Employee Assistance Programme (EAP), Employee Wellness Programme (EWP), and other initiatives that address physical, mental and financial well-being. Together, these services create an integrated approach aimed at enhancing overall employee health, engagement, and productivity.

3. PURPOSE

The purpose of these Terms of Reference (ToR) is to appoint an accredited, credible, experienced, and Independent Service Provider (ISP) to implement a comprehensive suite of Employee Wellness (EW) services, which include an EWP and an EAP. The ISP is expected to submit a comprehensive proposal detailing its EWP offering to support the DBSA in designing, implementing, and maintaining a robust wellness programme.

4. OBJECTIVES

The appointed ISP must provide professional, confidential, and personalised support services to DBSA for five (5) years, to enhance employee wellbeing and drive business performance. Services to be provided include:

- Develop and recommend an appropriate Employee Wellness strategy and implementation plan.
- An EAP that provides confidential support and resources to help employees address personal or work-related issues.
- Track and manage employee wellness indicators to develop specific interventions, maintain strong employee well-being and sustained productivity.
- Equip employees with the resources, education, and support to actively manage their physical, mental, and emotional health.
- Design, organise, and execute wellness initiatives and events that foster a healthy, engaged, and resilient workforce.
- Collaborate with relevant DBSA stakeholders to ensure the successful execution of the strategy.
- Design a programme that addresses workplace and lifestyle behaviours, ensures confidentiality, and proactively manages wellness-related risks.
- Implement and promote a customised wellness programme, clearly outlining available services to employees and their immediate family members.
- Provide prompt, short-term interventions following traumatic events.
- Improve organisational performance by ensuring employees have the necessary support structures to maximise their potential.

5. SCOPE OF WORK

5.1 Strategy Development and Implementation

- Develop an integrated Employee Wellness strategy and implementation plan that promotes the holistic well-being of employees and enhances overall organisational effectiveness.
- Conduct a gap and needs analysis to inform the wellness strategic pillars and focus areas.
- Provide a benchmarking report against best practices in employee wellness.
- Provide a monitoring and evaluation framework, which includes, but is not limited to, employee feedback, identification of priority areas and usage patterns.
- Develop a communication and engagement plan to drive awareness and participation.
- Propose tools, platforms, and partnerships for effective delivery.

5.2 Employee Wellness Programme (EWP)

5.2.1 Programme Planning and Execution

- Develop and implement a holistic, appropriate employee wellness programme
- Implement the EWP with relevant DBSA stakeholders to ensure the successful execution of the plan.
- Provide an executive wellness programme, which takes into consideration the executive management's inherent occupational realities and potential risks.
- Develop a wellness calendar in collaboration with the wellness committee, consisting of initiatives and programmes, considering the national health calendar and addressing general wellness concerns raised by employees and or by the DBSA.
- Develop an implementation plan based on the wellness calendar initiatives, indicating the timelines, outputs, targets, methodology, and engagement strategy.

5.2.2 Wellness Programme Support Services

Attend monthly wellness committee meetings to discuss progress made on the implementation of the wellness initiatives, as well as the wellness calendar and assist with any matters/issues that need to be addressed.

These initiatives should include, but are not limited to, the following:

5.2.3 Annual Wellness Days and Events

- Provide guidance and support to the Wellness Committee during the planning and implementation of the Annual Wellness Days and Events.
- Provide employees with access to, among others, health screenings, health information stands (dietician, cancer awareness, biokinetics, and antioxidant screening, etc.), massages, manicures, pedicures, reflexology, etc. Employees should also have access to fun outside activities during the wellness event. Additionally, offer support during designated women's and men's health events, and administer flu vaccinations.

5.2.4 Targeted and Responsive Wellness Interventions

These initiatives are intentional, data-driven, and aligned with specific concerns identified in wellness monitoring reports. The ISP must provide recommendations to address these concerns through targeted and responsive wellness initiatives and interventions. These initiatives may include, but are not limited to:

- **Mental Health Programme**

This programme must support employees with mental health and equip Line Managers with the necessary knowledge and tools on ways of how to deal with mental health issues in the workplace.

- **Financial Management Programme**

This programme should consist of individual and group sessions that will provide the necessary support and mechanisms to the employee to assist them in managing their debt, and by providing them with the opportunity to plan their financial future actively.

- **Burnout Prevention and Work-Life Balance Programme**

This programme must provide employees with practical ways to prevent and reduce the risk of burnout and improve work-life integration.

- **Ongoing Health Initiatives and Education**

Provide ongoing education and information to employees on health-related matters, e.g. healthy eating, exercising, etc.

5.3 Employee Assistance Programme (EAP)

Provide employees and their immediate family members a comprehensive and integrated EAP that ensures a seamless member experience encompassing mental, financial, social, physical and other factors that impact well-being. The member experience should consist of support services within the agreed-upon turnaround times as indicated in Annexure 1 and Annexure 2.

This programme must include the following:

5.3.1 Accessibility of the Service

- The service must be available and accessible to all employees and their immediate family members through various referral pathways:
 - Self-referral, where the employee or family member seeks help on their own,
 - Assisted referral where a Line Manager or co-worker recommends assistance, and
 - Formal referral based on job performance and recommendation of the Line Manager.
- Provide 24 hours a day, 7 days a week and 365 days a year access to confidential psychological counselling services in all eleven (11) official South African languages.
- Provide a dedicated 24-hour toll-free number where employees and their immediate family members have access to the EAP at no cost.
- Guarantee that all employees and their immediate family members have access to psychological support via virtual platform counselling or in-person sessions, with access to in-person sessions near their place of residence or work.
- The EAP must include a minimum of six (6) counselling sessions per employee per issue.
- Provide bi-weekly face-to-face consultations where employees will be provided with information on the wellness service offering and be assisted with any queries or uncertainties.

5.3.2 Professional Standards and Qualifications

- Qualified and experienced professionals must provide dedicated support in managing workplace wellness challenges, including mental health concerns, trauma, stress, substance abuse, financial wellness, and behavioural coaching.
- Hold current registration with relevant professional bodies or councils.
- Bound by a professional code of ethics, with mechanisms for confidentiality, informed consent, and appropriate referrals.

5.3.3 Organisational Change Support

- Offer coaching support to line managers during organisational changes to equip them in handling sensitive and crucial conversations.
- Provide workshops and toolkits to help line managers recognise signs of distress and refer employees appropriately.
- Provide group sessions to equip employees with coping strategies, guidance, and tools for managing emotions and navigating ambiguity during organisational changes.
- Individual counselling (onsite or virtual) for employees facing job insecurity, change fatigue, or emotional distress.

5.3.4 Trauma or Critical Incident Response

- Provide immediate psychological and critical incident support after traumatic events.
- Group debriefing sessions or facilitated forums to process emotions and maintain team cohesion.
- Support for managers on how to respond to affected teams and maintain productivity during recovery and post-incident
- Follow-up support to affected individuals and referrals where necessary.

5.4 Employee Awareness and Communication

Create awareness through innovative and effective ways about the EW services, benefits, and access channels that are available. This should include:

- Awareness campaigns to showcase EW offerings.
- Digital platforms such as mobile apps, intranet, SMS notifications and other technology-supported channels.
- Printed material, wallet cards, newsletters and desk-drops.
- Quarterly report feedback meetings with the DBSA Management and the Wellness Committee Members to present on identified issues and recommendations.
- Present at the quarterly induction programme, creating awareness of the EW service offering.
- Annual virtual sessions to promote awareness of the EWP and EAP services.
- Provide quarterly training and information sessions to all employees and Line Managers, reminding them of the EW service offering.
- Present at quarterly induction, informing employees of the EW service offering.

5.5 Line Management Support Services

- Provide training to line management on the EW service offering as well as case referral and management.
- Provide line managers with a managerial toolkit to support their employees with personal and work-related challenges when they impact an employee's performance and general well-being.
- Provide line management with support services on managing absenteeism and employee wellness matters.
- Guiding line managers in addressing employee challenges that may negatively affect organisational performance, including issues like non-performance, relationship management, and conflict resolution.

5.6 Integrated Platform

- Provide access to a digital platform that is accessible anywhere, anytime, using any device, including a mobile device.

5.7 Reporting

- Provide quarterly and annual reports as per the DBSA financial year (1 April – 31 March) to management and the Wellness Committee with a comprehensive, accurate analysis and interpretation of trends, findings and recommendations.
- Provide status updates on the current matters/problems, employee utilisation rate, problems and risks presented, identified trends, service offerings accessed, etc.
- Recommendations must be made to Management and the Wellness Committee on possible initiatives and wellness campaigns that could be implemented to address the problem and risk areas identified in the report.

6. REQUIREMENTS FOR PARTICIPATING BIDDERS

In preparing submissions, bidders are encouraged to highlight the following capabilities and organisational strengths:

- **Professional Team:** An established team of qualified and registered professionals affiliated with recognised professional bodies.

- **Company Profile:** A detailed profile outlining the organisational structure, service offerings, and geographic footprint.
- **Programme Experience:** Evidence of experience in designing, implementing, and managing EWP and EAP for medium-to-large corporations.
- **Reporting Practices:** Provision of quarterly and annual reports aligned with DBSA financial periods, including analysis, interpretation of trends, and actionable recommendations.
- **Capacity to Deliver:** Demonstrated ability to implement the EWP for the full duration of the contract.
- **Scope of Work Alignment:** Capability to deliver services as outlined in the Scope of Work (Annexure 1 and Annexure 2).
- **Experience:** Track record of at least 10 years in implementing and managing EWPs and EAPs within corporate environments serving a minimum of 500 employ.

7. PRICING PROPOSAL

Each respondent is required to submit a proposal containing the following information: **Annexure A1.**

8. CONDITIONS TO CONTRACT

Upon the award of the contract, the successful bidder shall, at its own cost and expense, procure and maintain Professional Indemnity Insurance with a minimum coverage amount of R8,000,000 (Eight hundred thousand Rand). Such insurance shall remain valid, enforceable, and uninterrupted for the full duration of the contract period. The bidder shall furnish satisfactory proof of such insurance to the contracting authority prior to commencement of any work

9. RESERVATIONS

The DBSA expressly reserves the following rights:

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

ANNEXURE 1

Category of Support to be Offered

1.	Psychosocial	Family, relationships, child behavioural, emotional, social, suicide, loss and bereavement, violence, anger, substance abuse, gambling, mental health disorders, HIV Aids Management and Programme.
2.	Financial	Financial advice, counselling, and coaching.
3.	Legal	Advice on criminal offences, fines, debt, divorce, contracts, and maintenance.
4.	Nutrition	Provide specialised information, advice, and assessments on nutrition and healthy lifestyle options.
5.	Fitness and Exercise (Management of the DBSA Gym)	Provide specialised advice and fitness assessments, and on-site trainers for employees utilising the DBSA Gym
6.	Managerial Support Services	Assist with case referral, non-performance, relationship management, conflict management, absenteeism, and leave management.
7.	Programme Education and Awareness	Provide visual and electronic materials for the programme launch.
8.	Group and Individual Sessions (Trauma Debriefing)	Provide employees with support that experienced traumatic events, e.g. workplace accidents/incidents, fatalities
9.	Annual Wellness Day	Coordination and planning of the wellness event, including promoting awareness of the service offerings, provision of on-site specialists and health assessments.
10.	Induction Sessions	Participate in the induction programme by providing information to employees on the Employee Wellness Service Offering.
11.	Targeted & Responsive Wellness Initiatives	Provide support with the implementation of wellness initiatives
12.	Information Sessions	Provide online and/or onsite wellness information sessions to all Managers and Employees, educating them on the service offering.
13.	Communicable Disease Management	Provide information to create awareness of any possible communicable disease outbreak, whether locally or internationally.

ANNEXURE 2

Employee Assistance Programme and Employee Wellness Support & Turnaround Times

1.	Online Counselling Support Services: - Telephonic - Electronic Platforms - Email Assistance - Call Back Support - Health Education	Provide confidential and unlimited access to support services for employees in all official South African languages 24/7/365.
2.	Face-to-Face Counselling	Provide face-to-face counselling services to all employees 24/7/365.
3.	Referrals	Referrals – 48 business hours to schedule an appointment Urgent referral – appointment scheduled within 5 hours of referral.
4.	Group and Individual Sessions (Trauma Debriefing)	On-site or online sessions are scheduled within 24 business hours.
5.	Wellness Days	Assist with the annual event scheduled over 2 working days.
6.	Induction Sessions	Provide monthly online and /or onsite wellness information sessions on service offerings during induction.
7.	Targeted & Responsive Wellness Initiatives	As and when required.
8.	Information Sessions	Bi-annual online and/or onsite wellness information sessions for staff, reminding them of the service offering.
9.	Communicable Disease Management	As and when this information is available.

ANNEXURE 3: Standard CV Template

CV Template		
Proposed resource Information		
Proposed Position as per the TOR		
Name of the Firm		
Date of Employment		
Name of the staff member		
Date of birth		
Nationality		
Education		
Date Obtained	Institution	Degrees (s) Obtained and National Qualification Level

Experience				
Employment History Date i.e. (2000 – 2012)	Position Held	Company Name	Detail description in line with the criteria	Sector Experience

1. POPIA INFORMED CONSENT

INTRODUCTION

For purposes of this document Section **Error! Reference source not found.** (Hereinafter referred to as the “**Privacy Policy**”):

“**Applicable Laws**” means, local, foreign, and international laws, regulations, treaties, and codes, for example: Administrative Laws, Financial and Tax Laws, Company Laws, Procurement Laws and Health and Safety Laws.

“**Contractors**”, “**Consultants**”, “**Service Providers**” or “**you**” means any prospective, new, or existing contractor, consultant, or service provider of the DBSA.

“**DBSA**”, “**Bank**” or “**we**” means the Development Bank of Southern Africa Limited, acting in our capacity as principal or agent.

“**Personal Information**” means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including but not limited to:

- the name of the person if it appears with tother Personal Information relating to the person of if the disclosure of the name itself would reveal information about the person.
- information relating to the race, gender, sex, pregnancy, marital status, national, ethnic, or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language, and birth of the person;
- information relating to the education or the medical, financial, criminal or employment history of the person;
- any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier, or other particular assignment to the person;
- the biometric information of the person;
- the personal opinions, views, or preferences of the person;
- correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- the views or opinions of another individual about the person; and
- the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;

“**Processing**” means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including:

- the collection, receipt, recording, organisation, collation, storage, updating modification, retrieval, alteration, consultation, or use;
- dissemination by means of transmission, distribution or making available in any other form; or
- merging, linking, as well as restriction, degradation, erasure, or destruction of information;

“**Special Personal Information**” means information relating to an individual’s:

- ethnicity;
- gender;
- religious or other beliefs;
- political opinions;
- membership of a trade union;
- sexual orientation;
- medical history;
- offences committed or alleged to have been committed by that individual;
- biometric details; and
- children's details.

This Privacy Policy sets out (i) the purpose for the collection of your Personal Information and (ii) how your Personal Information will be used by the DBSA. The Privacy Policy applies to any information, including Personal and Special Personal Information, you give to the DBSA, or which the DBSA may collect from third parties.

It is important that you read this Privacy Policy carefully before submitting any Personal Information to DBSA. By submitting any Personal Information to the DBSA, you provide consent to the Processing of your Personal Information as set out in this Privacy Policy.

The provisions of this Privacy Policy are subject to mandatory, unalterable provisions of Applicable Laws.

Please do not submit any Personal Information to the DBSA if you do not agree to any of the provisions of this Privacy Policy. If you do not consent to the provisions of this Privacy Policy, or parts of the Privacy Policy, the DBSA will not be able to engage with you and/or enter into any subsequent relationship with you.

HOW TO CONTACT US REGARDING YOUR PERSONAL INFORMATION

If you have any comments or questions about this Privacy Statement, please contact the Deputy Information Officer at **POPIA@DBSA.ORG**.

AMENDMENT OF THIS PRIVACY POLICY

We may amend this Privacy Policy from time to time for any of the following reasons:

- to provide for the introduction of new systems, methods of operation or services.
- to comply with changes to any legal or regulatory requirement;
- to ensure that our Policy is clearer and more favourable to you;
- to rectify any mistake that might be discovered from time to time; and/or
- for any other reason which we, in its sole discretion, may deem reasonable or necessary.

Any such amendment will come into effect and become part of any contract that you have with the DBSA, when notice is given to you of the change by publication on our website. It is your responsibility to check the website often.

PRIVACY AND INDEMNITY

DBSA takes your privacy and the protection of your Personal Information very seriously, and we will only use your Personal Information in accordance with this Privacy Policy and Applicable Laws. It is nonetheless important that you take all necessary and appropriate steps to protect your Personal Information yourself (for example, by ensuring that all electronic passwords and access codes are kept secure).

We have implemented reasonable technical and operational measures to keep your Personal Information secure.

You hereby indemnify and hold DBSA harmless from any loss, damages, or injury that you may incur as a result of any unintentional disclosures of your Personal Information to unauthorised persons or the provision of incorrect or incomplete personal information to the DBSA.

INFORMATION WHICH WE MAY COLLECT ABOUT YOU

- **Your or your employer or organisation's contact information**, such as name, alias, address, identity number, passport number, security number, registration number, phone number, cell phone number, vehicle make and registration number, social media user ID, email address, and similar contact data, serial numbers of equipment, details regarding the possession of dangerous weapons, and other contact information including details of your employer, memberships or affiliations, such as the name of your employer or organisation that you are a member of, information about your colleagues or those within your organization, your status with an organization, and similar data, which are required for various legitimate interest, contractual and / or lawful reasons.
- **Specific identifiers**, which are required in order to protect legitimate interests, comply with legal obligations or public legal duties, or in order to accommodate you in our workplaces, such as your race (Employment Equity related), religion (correct and fair treatment related), sexual and medical history including any medical conditions (to comply with laws and related to correct and fair treatment issues), trade union matters (to comply with laws and related to correct and fair treatment issues), and financial, credit, deviant and criminal history (to protect our legitimate interests and to perform risk assessments), as well as children's details (benefits related).
- **Account Information**, including banking details, security-related information (including usernames and passwords, authentication methods, and roles), service-related information (including purchase history and account profiles), billing-related information (including payment, shipping, and billing information), and similar data, all which are required to perform contractual matters and / or in order to provide you access to services.
- **User Content**, such as content of communications, suggestions, questions, comments, feedback, and other information you send to us, that you provide to us when you contact us, or that you post on our websites, applications, mobile applications, or social media portals or platforms including information in alerts, folders, notes, and shares of content), and similar data which are required to perform contractual matters and / or in order to provide you access to services or attend to queries.
- **Device & Browser Information**, such as network and connection information (including Internet Service Provider (ISP) and Internet Protocol (IP) addresses), device and browser identifiers and information (including device, application, or browser type, version, plug-in type and version, operating system, user agent, language and time zone settings, and other technical information), advertising identifiers, cookie identifiers and information, and similar data, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.
- **Usage Information and Browsing History**, such as usage metrics (including usage rates, occurrences of technical errors, diagnostic reports, settings preferences, backup information, API calls, and other logs), content interactions (including searches, views, downloads, prints, shares, streams, and display or playback details), and user journey history (including clickstreams and page navigation, URLs, timestamps, content viewed or searched for, page response times, page interaction information (such as scrolling, clicks, and mouse-overs), and download errors), advertising interactions (including when and how you interact with marketing and advertising materials, click rates, or next steps you may make after seeing an advertisement, and marketing preferences), and similar data which are required

to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.

- **Location Data**, such as the location of your device, your household, and similar location data, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.
- **Demographic Information**, such as country, preferred language, age and date of birth, marriage status, gender, physical characteristics, and similar data, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.
- **Your Image**, such as still pictures, video, voice, and other similar data, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.
- **Identity Information**, such as government-issued identification information, tax identifiers, social security numbers, other government-issued identifiers, and similar data, which are required to comply with laws and public duties.
- **Financial Information**, such as billing address, billing contact details, and similar data., tax numbers and VAT numbers, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place and / or which are required to comply with laws and public duties.
- **Career, Education, and Employment Related Information**, such as job preferences or interests, work performance and history, salary history, status as a veteran, nationality and immigration status, demographic data, disability-related information, application information, professional licensure information and related compliance activities, accreditations and other accolades, education history (including schools attended, academic degrees or areas of study, academic performance, and rankings), and similar data, which are required for contractual or employment related matters or which are required to comply with laws and public duties.
- **Health records** such as medical status and history, examinations, blood type, medial aid history, disability-related information, biometrics, medicals, psychometrics, and similar data, which are required for contractual or employment related matters or which are required to comply with laws and public duties.
- **Social Media and Online Content**, such as information placed or posted in social media and online profiles, online posts, and similar data, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries.

We may require you to provide additional Personal Information, in order for us to meet our legal or regulatory obligations.

Where you provide us with the Personal Information of third parties you should take steps to inform the third party that you need to disclose their details to us, identifying us. We will process their Personal Information in accordance with this Privacy Policy.

HOW WE COLLECT INFORMATION

You may provide Personal Information to us, as follows:

- **Direct collection:** You provide personal information to us when you:
 - use our websites, applications, mobile applications, or social media portals or platforms;

- interact with us;
 - enquire about, or search for our goods or services;
 - create or maintain a profile or account with us;
 - tender to supply us with goods or services;
 - conclude a contract with us;
 - purchase or subscribe to our goods or service;
 - use our goods or services;
 - purchase, use, or otherwise interact with content, products, or services from third party providers who have a relationship with us;
 - create, post, or submit user content on our websites, applications, mobile applications, or social media portals or platforms;
 - register for or attend one of our events or locations;
 - request or sign up for information, including marketing material;
 - communicate with us by phone, email, chat, in person, or otherwise;
 - complete a questionnaire, survey, support ticket, or other information request form;
 - when you submit a quotation, or offer to do business with us, a tender or when you conclude a contract with us;
 - when you express an interest in a bursary or sponsorship.
- **Automatic collection:** We collect personal information automatically from you when you:
 - search for, visit, interact with, or use our websites, applications, mobile applications, or social media portals or platforms;
 - use our goods or services (including through a device);
 - access, use, or download content from us;
 - open emails or click on links in emails or advertisements from us;
 - otherwise interact or communicate with us (such as when you attend one of our events or locations, when you request support or send us information, or when you mention or post to our social media accounts).
- **Collection from third parties:** We collect Personal Information about you from third parties, such as:
 - your organisation and others with whom you have a relationship with that provide or publish personal information related to you, such as from our customers or from others when they create, post, or submit user content that may include your Personal Information;
 - Regulatory Bodies, professional or industry organisations and certification / licensure agencies that provide or publish personal information related to you;
 - third parties and affiliates who deal with or interact with us or you;
 - service providers and business partners who work with us and that we may utilise to deliver certain content, products, or services or to enhance your experience;
 - marketing, sales generation, and recruiting business partners;
 - National Treasury, SAP, Home Affairs, Credit bureaus and other similar agencies;
 - Government agencies, Regulators and others who release or publish public records; and/or
 - other publicly or generally available sources, such as social media sites, public and online websites, open databases, and data in the public domain.

USE OF INFORMATION COLLECTED

We may use, transfer, and disclose your Personal Information for the purposes of:

- **Tendering and related procurement and supply chain management procedures-legitimate purpose:** For the purposes of assessing whether you are capable and able to provide the DBSA with the required and requested goods and services in accordance with the supplied tender and / or request to contract documentation, which determination will take place as per the supply chain and procurement policies and procedures using duly appointed bid evaluation committees and / or selection personnel, in accordance with Applicable Laws.

- **Due diligence purposes - legitimate purpose:** To carry out a due diligence before we decide to engage or interact with you or to do business with you, including obtaining and verifying your credentials, including your business details, medical status, health history and related records, education and employment history and qualifications, credit and financial status and history, tax status, B-BBEE status, and or any performance or vendor related history.
- **Contract purposes – appointment as a vendor and service provider:** Where declared a successful applicant or bidder, for the purposes of appointing you as a contractor, consultant, or service provider and for the purposes of carrying out the required actions for the conclusion of a contract, including the drafting and / or vetting of the related procurement and contractual documents.
- **Attending to financial matters pertaining to any transaction - conclusion of a contract:** To administer accounts or profiles related to you or your organization including registrations, subscriptions, purchases, billing events, fees, costs and charges calculations, quoting, invoicing, receipt of payments or payment of refunds, reconciliations, and financial management in general.
- **Communications - legitimate purpose:** To make contact with you and to communicate with you generally or in respect of our or your requirements, or instructions.
- **Risk assessment, fraud detection and anti-bribery and corruption matters - legitimate purpose:** To carry out vendor, organizational and enterprise wide risk assessments, in order to detect and prevent bribery, corruption, fraud and abuse, to comply with Applicable Laws, as well as to identify and authenticate your access to and to provide you with access to our goods, services or premises and generally to ensure the security and protection of all persons including employees, and persons when entering or leaving our sites and operations or facilities and / or to exercise our rights and to protect our and others' rights and / or property, including to take action against those that seek to violate or abuse our systems, services, customers or employees and / or other third parties where applicable.
- **Legal obligation and public duties:** To comply with the law and our legal obligations, including to register with Regulatory Bodies, obtain and hold permits and certificates, register for VAT, Tax, PAYE, SDL, COIDA and UIF etc. and to submit reports or provide various notices or returns, to litigate and / or to respond to a request or order from a SAP official, investigator, or court official, Regulator, or public authority.
- **Security purposes: legitimate purpose and to comply with laws:** to permit you access to our offices, facilities, manufacturing, or parking areas, as well as to controlled areas, for the purposes of monitoring via CCTV, your interaction and access in and from our facilities described above, and for general risk management, security, and emergency incident control purposes as well as for data and cybersecurity purposes.
- **Marketing and electronic communications related thereto – consent required:** To provide you with communications regarding us, our goods, and services and / or other notifications, programs, events, or updates that you may have registered asked for, and to send you offers, advertising, and marketing materials, including providing personalized advertising to you, save where you have opted out of this activity.
- **Internal research and development purposes – consent required:** To conduct internal research and development for new content, products, and services, and to improve, test, and enhance the features and functions of our current goods and services.

DISCLOSURE OF YOUR INFORMATION

Your Personal Information may be shared with our agents, sub-contractors, Regulatory Bodies, and auditors as well as selected third parties who process the information on our behalf.

We may also disclose your personal information to third parties when we are entitled or obliged to do so under Applicable Law.

We may transfer your information to an agent, sub-contractor or third party who carries on business in another country, including one which may not have data protection laws similar to those of the Republic. If this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you do not wish us to disclose this information to third parties, please contact us at the contact details set out above. We may, however, then not be able to engage with you and/or enter into any subsequent relationship with you.

RETENTION OF YOUR INFORMATION

We may retain your personal information indefinitely, unless you object, in which case we will only retain it if we are permitted or required to do so in terms of Applicable Laws. However, as a general rule, we will retain your information in accordance with retention periods set out in Applicable Laws, unless we need to retain it for longer for a lawful purpose.

ACCESS TO, CORRECTION AND DELETION OF YOUR PERSONAL INFORMATION

You may request details of personal information which we hold about you under the Protection of Personal Information Act 4 of 2013 (“**POPIA**”) or about third parties where your rights are affected by such information under the Promotion of Access to Information Act 2 of 2000 (“**PAIA**”). Fees to obtain a copy or a description of such personal information are prescribed in terms of PAIA. Confirmation of whether or not we hold personal information about you may be requested free of charge.

You may request the correction of personal information DBSA holds about you. Please ensure that the information we hold about you is complete, accurate and up to date. The onus is on you to advise the DBSA of any changes to your personal information, as and when these may occur.

You have a right in certain circumstances to request the destruction or deletion of and, where applicable, to obtain restriction on the processing of personal information held about you. If you wish to exercise this right, please contact us using the contact details set out above.

You have a right to object on reasonable grounds to the processing of your personal information.

For more information in this regard please read our PAIA manual, which can be found on our website at: <https://www.dbsa.org/about-us/paia-information-manual>

COMPLAINTS

Should you believe that we have utilised your personal information contrary to Applicable Laws, you undertake to first attempt to resolve any concerns with us.

If you are not satisfied with such process, you may have the right to lodge a complaint with the Information Regulator, using the contact details listed below:

Tel: 012 406 4818

Fax: 086 500 3351

Email: inforeg@justice.gov.za Fees and Assumptions

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

Annexure A

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

FORM OF OFFER

THE SERVICE PROVIDER 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:

BID NUMBER: RFP116/2026: PROVISION OF CONSULTING SERVICES TO REVIEW THE OUTCOMES OF THE REQUEST FOR INFORMATION (RFI) ISSUED BY DCDT AND SAPO, PREPARE A BUSINESS CASE, AN INDICATIVE COSTING MODEL FOR THE PROPOSED SOLUTION AND PREPARE A REQUEST FOR PROPOSALS (RFP).

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** _____

Price proposal

The pricing offer will be binding upon acceptance by the DBSA. Nonetheless, the DBSA reserves the right to negotiate the pricing offer with the preferred bidder.

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 interest¹ 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

¹ 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.

2.2 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:

.....
.....

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 consortium² 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

² 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.

- 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 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

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

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
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to

mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest 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		

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:.....

ADDRESS:.....

.....

.....

.....

RESTRICTED SUPPLIERS

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

Annexure D

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

Annexure E

Bidders are required, as annexure E to their Bids, to submit 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 G to their Bids, supporting documents to their responses to the Pre- Qualifying Criteria and Evaluation Criteria.

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

Annexure H

[General Conditions of Contract]

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

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

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

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

Annexure I

Tax Compliant Status and CSD Registration Requirements

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

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

CSD Registration Number:



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

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