ADDENDUM 01

DBSA
DEVELOPMENT BANK OF SOUTHERN AFRICA
Building Africa's Prosperity

REQUEST FOR PROPOSAL

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED	
BID NUMBER:	RFP185/2026
COMPULSORY SITE BRIEFING:	**Date:** 06 November 2026 **Time:** 11h00 CAT **Briefing Venue:** Tzaneen – Tzaneen Dam (construction of the dam wall). Latitude: 23°47'58.10"S (approx. coordinates) & Longitude: 30° 9'59.05"E (approx. coordinates) No. 1 Voortrekker Road, Tzaneen Dam, Construction North office - Tzaneen. Please use Deer Park Road to access the briefing venue
CLOSING DATE:	23 November 2026
CLOSING TIME:	23H55 Telkom Time
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	90 days (commencing from the RFP Closing Date)
DESCRIPTION OF BID:	**THE APPOINTMENT OF A SECURITY SERVICES COMPANY TO PROVIDE SECURITY SERVICES FOR THE CONSTRUCTION OF THE RAISING OF TZANEEN DAM PROJECT FOR A PERIOD OF 14 MONTHS.**
BID DOCUMENTS DELIVERY ADDRESS:	**ELECTRONIC SUBMISSIONS** **INSTRUCTIONS:** Bidders that wish to submit a tender response must send an e-mail to nokuthulascm@dbsa.org and request for a submission link to submit. **(Emailed submissions are NOT permitted)**
NAME OF BIDDER:	
CSD MAAA NO.:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

BIDDER'S STAMP OR SIGNATURE	

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PART A
INVITATION TO BID

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

BID NUMBER: RFP185/2026
CLOSING DATE: 23 November 2026 CLOSING TIME: 23h55
COMPULSORY ONSITE TENDER BRIEFING: 06 November 2026 BRIEFING TIME: 11h00
ONSITE BRIEFING VENUE: Tzaneen – Tzaneen Dam (construction of the dam wall). Latitude: 23°47'58.10"S (approx. coordinates) & Longitude: 30° 9'59.05"E (approx. coordinates). No. 1 Voortrekker Road, Tzaneen Dam, Construction North office - Tzaneen. Please use Deer Park Road to access the briefing venue

RFP185/2026: THE APPOINTMENT OF A SECURITY SERVICES COMPANY TO PROVIDE SECURITY SERVICES FOR THE CONSTRUCTION OF THE RAISING OF TZANEEN DAM PROJECT FOR A PERIOD OF 14 MONTHS.

Bidders should ensure that submissions are submitted timeously and to the correct Microsoft OneDrive link provided. If the Bid is late or not submitted the correct one drive link it will not be considered for evaluation.

KEY DATES AND ACTIVITIES		
No	**Description**	**Date/Time**
1.	Advertisement via DBSA website and E-Tender Portal	**28 October 2026**
2.	There will be an onsite Compulsory Briefing Session	**06 November 2026 at 11h00**
3.	Bidders are to submit written questions/ clarifications. • Each bidder is encouraged to submit **one (01) consolidated** questions/ clarifications **email.** • **No** questions will be entertained post the stipulated date.	**12 November 2026 at 16h30**
4.	DBSA to respond to written questions/ clarifications posed by bidders not prior to this date. • Such consolidated response will be issued via email to all invitees (or attendees where a compulsory brief is applicable)	**16 November 2026 at 16h30**
5.	Bidders are required to request for the **Tender Submission Link** via email no later than	**19 November 2026 at 16h30**
6.	Tenders **Closing Date and Time**	**23 November 2026 @23:55pm**

Instructions for TENDER BRIEF:

- Bidders are required to NOTE the **Compulsory Onsite Tender Brief details** as provided with the **Tender Invitation**.

Instructions for TENDER SUBMISSION:

- Bidders are required to request for the **Tender Submission Link** via email no later than 3 days before tender closure.
- Bidders to ensure the documents being loaded are correct and accurate - once they are loaded, they could possibly not be accessed again or deleted.
- If incorrect documents are loaded and could not be deleted, the new document loaded must include the wording "**Corrected**".
- **Only Files can be loaded**, not folders.
    - As such, Folders with all its required content should be created on the Bidders system, then be converted to either a **Compressed or Zipped Folder.**
    - This will allow Bidders to load the whole Compressed/ Zipped Folder **as a file format** to the ***Tender Submission Link.***
- Once documents have been loaded, the Bidder may receive a confirmation email of the upload.
- Uploading of submission **must be in the structure and order** as prescribed in this tender and **MUST BE LABELLED CORRECTLY.**
- Bidders are requested to not create and submit excessively large files, but rather to break it up into its components.

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

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	**YES**		**NO**	

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.)**	

[TICK APPLICABLE BOX]				

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY (ONE DRIVE LINK) BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ 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 COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

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

YES	NO	
☐	☐	**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 Bidding and Undertakings by Bidders
☐	☐	**Part E:** Specifications/Terms of Reference and Project Brief
☐	☐	**Annexure A:** Price Proposal Requirement
☐	☐	**Annexure B:** SBD4 Bidders Disclosure
☐	☐	**Annexure C:** SBD6.1 and B-BBEE status level certificate
☐	☐	**Annexure D:** Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation
☐	☐	**Annexure E:** Certified copies of latest share certificates, in case of a company.
☐	☐	**Annexure F: (if applicable):** A breakdown of how fees and work will be spread between members of the bidding consortium.
☐	☐	**Annexure G** Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.
☐	☐	**Annexure H:** General Condition of Contract
☐	☐	**Annexure I:** CSD Tax Compliance Status and Registration Requirements Report

PART D

CONDITIONS OF BIDDING 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.

1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.

1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.

1.7 **Companies Act** means the Companies Act, 2008.

1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.

1.9 **Closing Time** means the time, specified as such under the clause 4 (Bid Timetable) in Part C, by which BIDs must be received.

1.10 **DBSA** means the Development Bank of Southern Africa Limited.

1.11 **DFI** means Development Finance Institution.

1.12 **Evaluation Criteria** means the criteria set out under the clause 27 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.

1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.

1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

1.15 **PFMA** means the Public Finance Management Act, 1999.

1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.

1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2022 published in terms of the PPPFA.

1.18 **Pre-Qualifying Criteria** means the criteria set out in clause of this Part C.

1.19 **Price and Preferential Points Assessment** means the process described in clause 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 BID 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 BID indicating the Bidders compliance with the Specification.

1.29 **Bidding 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. BID TECHNICAL AND GENERAL QUERIES

Queries pertaining to this Bid must be directed to:-

DBSA Supply Chain Management Unit

Email: **Nokuthulascm@dbsa.org**

No questions will be answered telephonically.

4. BID TIMETABLE

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

5. SUBMISSION OF BIDS

Instructions:

- Bidders are required to send Bid Submission Link requests and all other enquiries to nokuthulascm@dbsa.org **ONLY**.
- Bid Submission Link requests will not be accepted after **16h30 on the 19th of November 2026**. Any requests after the stipulated date and time may be disregarded.
- Bidders will thereafter receive a OneDrive Link to upload their Bid submission documents electronically.

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

6. RULES GOVERNING THIS RFP AND THE BIDDING PROCESS

6.1 Participation in the BID process is subject to compliance with the rules contained in this RFP Part C.

6.2 All persons (whether or not a participant in this BID process) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.

6.3 All Bidders are deemed to accept the rules contained in this RFP Part C.

6.4 The rules contained in this RFP Part C apply to:

6.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;

6.4.2 the Bidding Process; and

6.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Bidding Process.

7. STATUS OF REQUEST FOR PROPOSAL

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

Bidder unless and until the DBSA has executed a formal written contract with the successful Bidder.

8. ACCURACY OF REQUEST FOR PROPOSAL

8.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Bidding Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

8.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).

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

9. ADDITIONS AND AMENDMENTS TO THE RFP

9.1 The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.

9.2 If the DBSA exercises its right to change information in terms of clause 9.1, it may seek amended BIDs from all Bidders.

10. REPRESENTATIONS

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

11. CONFIDENTIALITY

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

12. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

12.1 All communications relating to this RFP and the Bidding Process must be directed to the Tender Officer.

12.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Bidding Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to nokuthulascm@dbsa.org

12.3 Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).

12.4 The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.

12.5 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.

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

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

13. UNAUTHORISED COMMUNICATIONS

13.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Bidding Process are not permitted during the Bidding Process, or otherwise with the prior consent of the BID Officer. Nothing in this clause 13 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Bidding Process.

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

14. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

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

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

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

15. ANTI-COMPETITIVE CONDUCT

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

15.1.1 the preparation or lodgement of their Bid

15.1.2 the evaluation and clarification of their Bid; and

15.1.3 the conduct of negotiations with the DBSA.

15.2 For the purposes of this clause 15, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.

15.3 In addition to any other remedies available to it under law or contract, the 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 Bidding Process.

16. COMPLAINTS ABOUT THE BIDDING PROCESS

16.1 Any complaint about the RFP or the Bidding 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, (**Bids@dbsa.org**)

16.2 The written complaint must set out:

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

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

16.2.3 any relevant background information; and

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

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

17. CONFLICT OF INTEREST

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

17.2 The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP. If the Bidder submits its Bid and a subsequent conflict of interest arises,

or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.

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

18. LATE BIDS

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

18.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Bidding 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 BID box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Bidding Process will not be compromised by accepting a Bid after the Closing Time.

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

19. BIDDER'S RESPONSIBILITIES

19.1 Bidders are responsible for:

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

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

19.1.3 ensuring that their Bids are accurate and complete;

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

19.1.5 ensuring that they comply with all applicable laws in regard to the Bidding Process particularly as specified by National Treasury Regulations, Guidelines, Instruction

Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and

19.1.6 submitting all Compulsory Documents.

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

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

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

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

20. PREPARATION OF BIDS

20.1 Bidders must ensure that:

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

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

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

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

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

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

21. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

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

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

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

22. OBLIGATION TO NOTIFY ERRORS

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

23. RESPONSIBILITY FOR BIDDING COSTS

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

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

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

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

24. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

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

24.1.1 as required by law;

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

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

25. USE OF BIDS

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

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

26. BID ACCEPTANCE

All Bids received must remain open for acceptance for a minimum period of 90 (Ninety) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

27. EVALUATION PROCESS

The Bids will be evaluated and adjudicated as follows:

27.1 STAGE ONE: Administrative Responsiveness

The administrative responsiveness will include the following:

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

Responsiveness Criteria		Criteria
1	Attendance of **Compulsory *Site* Tender Briefing**	Pre-Qualifier
2	Completed and signed **Declaration of Default and Termination**	Pre-Qualifier
3	The **Form of Offer** must be **signed and priced** (*signed by Tenderer and price populated as a min.in either Numbers or Words*) The DBSA further reserves the right to request the correction or clarification of minor administrative errors that do not affect the substance, validity, or enforceability of the Form of Offer.	
4	Valid PSIRA Certificate For Company	Pre-Qualifier
5	Valid PSIRA Certificate Company Directors	Pre-Qualifier
6	**Sixteen (16)- Security guards (8X Day Shift and 8X Night Shift) – submit Curriculum Vitae of security officers** who have PSIRA Registered Grade C or higher security certificate **(Valid PSIRA Certificate to be provided with the submission). NB: PSIRA Cards will not be accepted.** ***(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.)***	Pre-Qualifier
7	Tenderer must have successfully completed a **minimum of 2 Projects** of similar nature **(security services)** in the **last 5 years**, with a contract **award value of R 5 million** and above per project. ❖ The tenderer must submit the following documents for each completed project: • **Letter of Appointment or Contract or Purchase Order** on the relevant project client's letterhead, dated and signed; **and** • **Reference Letter** of the corresponding project (the reference letter must be dated, signed and emanating from the contract awarded in the corresponding Letter of Appointment or Contract/PO). (The Project Appointment/ Award Value must be contained in either of the above documents, or may be contained in another supporting document, which is signed by either signatory of the Appointment Letter/ Contract/PO or Reference Letter – where the value between the documents differs, the value on the Completion Certificate will be utilized.)	Pre-Qualifier

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

Responsiveness Criteria		Clarification
1	Adherence to the **Standard Conditions of Tender** as required (No deviations, qualifications & alternatives).	48 hours
2	**Returnable Documents** completed and signed	48 hours
3	Valid **PSIRA** letter of good standing	48 hours
4	Valid letter of good standing **(COIDA)**	48 hours
5	Submission of Registration with **National Treasury Central Supplier Database** (CSD) **Summary Report**: - Bidder must be registered in order to do business with the DBSA.	48 hours
6	A Valid **Tax Pin** issued by SARS.	48 hours
7	**Proof of Letter of Intent to provide Public Liability Insurance cover**, or formal Public Liability Insurance, from a registered insurance company or financial service provider in an amount of not less than **R10 000 000 (Ten Million Rand)** in respect of each and every claim during the contract period, with no limitation on the number of claims or cumulative value of claims should the Bidder be successful**. The Letter of** Intent must be issued by an insurance company or financial service provider duly registered in terms of the Short-Term Insurance Act, 1998 (Act 53 of 1998) or the Long-Term Insurance Act, 1998 (Act 52 of 1998).	48 hours

The test for administrative responsiveness [Stage One] must be passed for a Bidder's Proposal to progress to Stage Two.

27.3 STAGE TWO: – Price and Preference Evaluation (Price and Specific Goals)

i. Those Bidders which have passed the initial stages of the Bid Process will be scored on the basis of price and preference point allocation in accordance with the applicable legislation.

ii. Those Bidders which have passed the initial stages of the Bid Process will be scored on the basis of price and preference point allocation in accordance with the applicable legislation.

iii. The successful Bidder will be the Bidder that scores the highest number of points in the second stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP.

iv. Points will be allocated to Bidders at this stage of the evaluation, as follows:

Price points	80
Specific Goals (Geographical Localisation with B-BBEE Status Level of Contributor)	20

v. **Price points**

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

$$Ps = 80(1-(Pt-Pmin)/Pmin)$$

Where:

Ps = Points scored for comparative price of BID or offer under consideration;

Pt = Comparative price of BID or offer under consideration; and
Pmin = Comparative price of lowest acceptable BID or offer.

vi. **Preferential procurement points**

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

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)**
Geographic Localisation				
Yes	~~5~~	10		
No	~~0~~	0		
B-BBEE Status				
Level 1 - 3	~~5~~	10		
Level 4 - 8	~~0~~	0		
Total Preference Points	~~10~~	20		

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

Total

The total points scored by each Bidder will be calculated by adding the points scored for price (out of 80) to the points scored for specific goals (out of 20). The successful Bidder will be the Bidder which has the highest total points (out of 100) for both price and specific goals (unless there is a basis for selecting a different successful Bidder.

27.3 STAGE THREE: – Risk Analysis & Objective Criteria

a) 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 PPR2022, in order to ascertain suitability for award – we reserve the right to clarify any aspects listed hereunder where applicable.

i. 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.

ii. Fully compliant and registered with the National Treasury Central Supplier Database.

iii. No misrepresentation in the tender information submitted.

iv. 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

v. 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.

vi. Convicted by a court of law for fraud and corruption.

vii. Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.

viii. The DBSA reserves the right to make a decision on contract award based solely on the information received in the responses to this RFP. The DBSA also reserves the right to use relevant information not contained in any tender but which, in the ordinary course of business, is within the knowledge of any employee or Board member of DBSA or its advisors, agents or representatives for the purposes of making its decision.

ix. 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, may at the discretion of the DBSA, be excluded from recommendation for further under this RFP. In addition, any bidder who has received a written notice of non-performance in the 12-month period preceding the award of this RFP, may at 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.

x. Financial health of the bidder may be assessed if deemed necessary, to ensure that the service provider will be able to operate as per required deliverables (Ratios: Accounts Receivable & Payable Turnover, Liquidity & Solvency).

xi. Unduly high or unduly low Tendered rates in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the costs are reasonable and balanced. Tenders may be disqualified if tendered rates are found to be distorted. The market average of received bid prices excluding Outliers, as well as the DBSA QS estimate will be used as a guide to indicate financial risk (CIDB Inform Practice Note #5).

xii. PEP Check and Procure Check to be initiated and if negative, may result in exclusion.

xiii. Online verification of the Professional Registration Document will be actioned only to confirm the authenticity of the document.

xiv. 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.

xv. 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.

xvi. A check against any other requirement as stipulated in the **Additional Conditions of Tender**.

xvii. Use of adherence to the stipulated requirement of **Refer to " Additional Conditions to Tender ".** as Objective Criteria

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

28. STATUS OF BID

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

28.2 A Bid must not be conditional on:

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

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

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

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

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

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

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

29. CLARIFICATION OF BIDS

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

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

30. DISCUSSION WITH BIDDERS

30.1 The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.

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

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

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

30.4.1 conduct a site visit, if applicable;

30.4.2 provide references or additional information; and/or

30.4.3 make themselves available for panel interviews.

31. SUCCESSFUL BIDS

31.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.

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

31.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

32. NO OBLIGATION TO ENTER INTO CONTRACT

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

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

33. BIDDER WARRANTIES

33.1 By submitting a Bid, a Bidder warrants that:

33.1.1 it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;

33.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;

33.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Bidding Process;

33.1.4 it accepts and will comply with the terms set out in this RFP; and

33.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

34. DBSA'S RIGHTS

34.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:

34.1.1 cease to proceed with, or suspend the Bidding Process prior to the execution of a formal written contract;

34.1.2 alter the structure and/or the timing of this RFP or the Bidding Process;

34.1.3 vary or extend any time or date specified in this RFP

34.1.4 terminate the participation of any Bidder or any other person in the Bidding Process;

34.1.5 require additional information or clarification from any Bidder or any other person;

34.1.6 provide additional information or clarification;

34.1.7 negotiate with any one or more Bidder;

34.1.8 call for new Bid;

34.1.9 reject any Bid received after the Closing Time; or

34.1.10 reject any Bid that does not comply with the requirements of this RFP.

35. GOVERNING LAWS

35.1 This RFP and the Bidding Process are governed by the laws of the Republic of South Africa.

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

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

36. MANDATORY QUESTIONS

36.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a √ or an X) regarding compliance with the requirements. Where necessary, the Bidders shall substantiate their response to a specific question.

NOTE: It is mandatory for Bidders to complete or answer this part fully; failure to do so result the Bid being treated as incomplete and the Bid may be disqualified.

36.1.1

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

36.1.2

The laws of the Republic of South Africa shall govern this RFP and the Bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	**Comply/Accept**	**Do not comply/Do not accept**

36.1.3

The DBSA shall not be liable for any costs incurred by the Bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any Bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	**Comply/Accept**	**Do not comply/Do not accept**

36.1.4

The DBSA may request written clarification or further information regarding any aspect of this proposal. The Bidders must supply the requested information in writing within two working days after the request has been made, otherwise the proposal may be disqualified.	**Comply/Accept**	**Do not comply/Do not accept**

36.1.5

In the case of Consortium, Joint Venture or subcontractors, Bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	**Comply/Accept**	**Do not comply/Do not accept**

36.1.6

In the case of Consortium, Joint Venture or subcontractors, all Bidders are required to provide mandatory documents as stipulated in Part C: Checklist of Compulsory Returnable Schedules and Documents of the BID Document.	**Comply/Accept**	**Do not comply/Do not accept**

36.1.7

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

36.1.8

Where applicable, Bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	**Comply/Accept**	**Do not comply/Do not accept**

36.1.9

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

36.1.10

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

36.1.11

The DBSA reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents.	**Comply/Accept**	**Do not comply/Do not accept**

36.1.12

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

36.1.13

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

36.1.14

Delivery of and acceptance of correspondence between the DBSA and the Bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	**Comply/Accept**	**Do not comply/Do not accept**

36.1.15

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

36.1.16

In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.	**Comply/Accept**	**Do not comply/Do not accept**

36.1.17

Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by the DBSA signatory and added to this RFP as an addendum.	**Comply/Accept**	**Do not comply/Do not accept**

36.1.18

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	**Comply/Accept**	**Do not comply/Do not accept**

36.1.19

Bidders who make use of subcontractors:	**Comply/Accept**	**Do not comply/ Do not accept**
1. It is the responsibility of the Bidder to select competent subcontractors that meet all the BID requirements stipulated in this BID document.		
2. The Bidder shall be responsible for all due diligence of the selected subcontractors and will be held liable for any non-performance of the subcontractor.		
3. Bidders are required to provide documentation (such as BBBEE Certificate/Sworn Affidavit, Valid or Active Tax Compliance Status Pin Issued by SARS, CSD Summary Report, Valid or Active CIDB Certificate etc.) for the relevant subcontractor as a minimum in support of the subcontracting arrangement.		
4. Subcontracting must not contradict any Regulation or Legislation.		
5. No separate contract shall be entered into between the DBSA and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.		

36.1.20

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

36.1.21

No interest shall be payable on accounts due to the successful Bidder in an event of a dispute arising on any stipulation in the contract.	**Comply/Accept**	**Do not comply/Do not accept**

36.1.22

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

36.1.23

If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract.	**Comply/Accept**	**Do not comply/Do not accept**

36.1.24

The Bidders' response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.	**Comply/Accept**	**Do not comply/Do not accept**

36.1.25

Should the evaluation of this Bid not be completed within the validity period of the Bid, the DBSA has discretion to extend the validity period.	**Comply/Accept**	**Do not comply/Do not accept**

36.1.26

Upon receipt of the request to extend the validity period of the Bid, the Bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original Bid response valid under the same terms and conditions for a further period.	**Comply/Accept**	**Do not comply/Do not accept**

Should the Bidder change any wording or phrase in this document, the Bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	**Comply/Accept**	**Do not comply/Do not accept**

36.1.27

Tax Compliance Status either on CSD National Treasury Database or SARS eFiling System as a Condition for Appointment/Award of the Bid. This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be tax compliant prior to appointment/award of the bid as no bid will be awarded to persons who are not tax compliant.	**Comply/Accept**	**Do not comply/Do not accept**

36.1.28

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

ADDITIONAL CONDITIONS OF TENDER:

i. DBSA reserves the right to award one bidder per RFP in respect of tender RFP185/226.
ii. The offer of award will be informed by the best Value for Money, Risk Allocation and Risk Profile of the bidder.
   - *Value for Money* = Improved total cost.
   - *Risk Allocation* = Considering other awards, including the logistical allocation of other projects.
   - *Risk Profile* = Considering the profiles of entities, such as Procure Check, PEP Checks and Directorship to name a few.

iii. The DBSA reserves the right to not award any bidder that has a **cumulative** order book totaling to: R60m- **Level 6**/ R120m- **Level 7**/ N/A- **Level 8-9** (whichever CIDB classification is applicable to this tender – if CIDB is not applicable, this condition is N/A).
iv. The DBSA reserves the right to not award any bidder that has a **total of five (5)** active awards/ orders with an outstanding value. If the outstanding value is 10% or less, indicating the project is nearing completion, or reached practical completion, the DBSA reserves the right to recommend.
v. The following will be considered as one award, in the event that a bidder forms part of a Joint Venture/ Consortium: "***point iv***" based on the JV/ Consortium participation percentage and "**point *v***" based on an award made to the JV/ Consortium.
vi. The DBSA reserves the right to disqualify a tenderer with unrealistic price offers, in line with CIDB prescripts (CIDB Inform Practice Note #5).
vii. The DBSA reserves the right to negotiate to ensure the value for money principle is not compromised.
viii. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
ix. In the event of a partial award, the DBSA reserves the right for items excluded from the award, to be retendered in a new tender process.
x. Tenderer is required to adhere to the Pricing Instructions as detailed, failing which will result in offer being deemed non-compliant. Where noted that a cost item was not priced, clarification will be issued to clarify reason, without allowing any costs to be amended or included.

ADDITIONAL CONDITIONS OF CONTRACT:

i. SMMEs locality must be prioritized from the immediate locality of the project, i.e. ward/village, expanding to the local municipality, to district and then to province.
ii. In the event that any of the security officers listed under Stage 1 of the evaluation criteria leave the employment of the appointed service provider, the service provider shall be required to replace them with personnel who hold a Grade C or higher security certificate.
iii. The Price offer must be inclusive of all costs as stipulated in the tender Part E, and the detailed pricing schedule.

Signature(s) of Bidder or assignee(s) Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)

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

……

……

……

……

……

Telephone Number:……..FAX number.....

Cell Number: ……..

Email Address……..……..

PART E

TERMS OF REFERENCE & PROJECT BRIEF

Here below is the list of items purchased by the DBSA and supplied by the Supplier in the terms and conditions of the afore Agreement:

THE APPOINTMENT OF SECURITY SERVICES THE APPOINTMENT OF A SECURITY SERVICES COMPANY TO PROVIDE SECURITY SERVICES FOR THE CONSTRUCTION OF THE RAISING OF TZANEEN DAM PROJECT FOR A PERIOD OF 14 MONTHS.

1. INTRODUCTION AND BACKGROUND

The Development Bank of Southern Africa invites competent, experienced, PSIRA registered Security service providers to bid for provision of security guarding services at Raising of Tzaneen Dam Wall Project in Limpopo Province.

2. CURRENT ENVIRONMENT

Raising of Tzaneen Dam Wall project is currently under construction and the construction activities are live.

SERVICES TO BE RENDERED:

Item Description	Shift: Mon-Sun	Quantity Required
Security Guard, Grade C - with walkie and Talkie (two-way radio, 5km range)	Day Shift (12 Hours)	8 x 14 months
Security Guard, Grade C - with walkie and Talkie (two-way radio, 5km range)	Night Shift (12 Hours)	8 x 14 months
Security Aiding Items (quadbike)	Day and Night Shift	1 x 14 Months

All security officers to be appointed should be PSIRA compliant with no criminal record under their names.

3. SERVICES REQUIRED

The DBSA requires a service provider to provide security guarding services for a period of 14 months.

A Service Provider will be supervised by the Department of Water and Sanitation Construction North representative while providing the services.

The Service Provider shall ensure that their employees are paid according to PSIRA rates.

4. OBLIGATIONS OF THE SERVICE PROVIDER

4.1 The Service Provider shall at its earliest convenience informs the DBSA of any changes that might adversely affect the subsistence of the Contract.

4.2 The Service Provider shall provide the services as set out in the Contract specification.

4.3 The Service Provider shall be responsible for transporting security officials to and from the site.

4.4 The Service Provider shall comply with the safety regulation as prescribed in the Occupational Health and Safety Act, 1993, related Acts and regulations and the DBSA Policies.

4.5 The Service Provider shall be responsible for supplying relevant equipment's (as tools of trade) and the necessary Personal Protective Equipment (PPE) in areas where it is needed for their employees (security guards).

4.6 The Security Officers as required above will do Access Control, searching personnel and vehicles on all main access points, conduct frequent (hourly) patrol on construction site, escort visitors, monitor activities and report all crime related activities to Security Manager and enforce access control in terms of the Control of Access to Public Premises and Vehicles Act, 1985 as amended.

4.7 The DBSA reserves the right to instruct the service provider to remove any security officer whose presence on the DBSA-Construction sites does not enhance or promote good relationship between the parties. The DBSA representative will not be obliged to provide reasons for the removal of personnel on site but will always act in good faith.

4.8 Despite the grade of the security officer, the Service Provider shall make available a senior manager of the company to liaise with the DBSA Representative. The Manager must also report on site during emergency or serious security incidents.

4.9 The Service Provider shall be responsible for the implementation and maintenance of appropriate security measures and emergencies as determined by the Sub-Contractor (DBSA-Construction)

4.10 The Service Provider shall supply security officers according to the DBSA-Construction requirements (Specification) and submit to the DBSA-Construction Management for approval, the names, qualification, identity copies of its personnel.

4.11 The Service Provider shall ensure that its personnel co-operate fully and provide services to the Sub-Contractor (DBSA-Construction): satisfaction and comply with the working procedures set out by the DBSA Security Management.

4.12 The Service Provider undertakes to supply all equipment as specified in Bid document including, inter alia-

(a) Neat, branded uniforms,

(b) Branded vehicles

(c) Batons

(d) Hand cuffs

(e) Pocket Books

(f) Black and red pens

(g) Flashlights

(h) Rain Coast

(i) Umbrella

(j) Personal Protection Equipment

(k) Company registered Firearm (where applicable)

(l) Registers (Occurrence Book, Personnel registers, Goods movement register, Contractors registers, Vehicle register and Lost and Found Items register).

4.13 The Service Provider shall undertake to supply additional resources (human and/or physical including radios and other equipment).

4.14 The Service Provider shall provide continuous training, in-service training to its personnel at its own cost.

4.16 The Service Provider shall ensure that the security Manager or supervisor on site is trained on Incident Investigation and Report writing and proof of such training shall be made available upon request by the Sub-Contractor (DBSA-Construction).

4.17 The Service Provider shall supply the DBSA-Construction Security Management with the results of all available electronic evidence collected during investigations. (Polygraphy Test results, Telephone itemized billing, tracking reports and patrolling clocking reports etc.) undertaken on security officers in case of serious incidents on request as part of the investigation process.

4.18 The Service Provider shall comply fully with provisions of the Firearms Control Act, 2000 and the specific regulations of 2004 pertaining to the Firearms Control Act. The Service Provider shall ensure that all firearms which are to be utilized by its employees during the subsistence of this contract shall be stored as in accordance with the Firearms Control Act and shall also ensure that its security officers are trained by an accredited and approved training service provider.

4.19 The Service Provider shall ensure that all the firearms are registered on its name and to ensure that its personnel are supplied with valid firearm permits. The Service Provider is required to keep record of all relevant documents with regard to the firearm, firearm permits and competency training certificates for audit purposes by DBSA-Construction.

4.20 The Service Provider shall ensure that its personnel keep clean of all facilities belonging to the DBSA being in used by its security officers such as Guard houses, bathrooms etc.

Damage to the DWS:CN assets, facilities during the presence of the Service Provider while protecting state assets shall be repaired at the cost of the service provider.

4.21 The Service Provider shall be held liable for any loss or theft of DWS:CN assets, to the DWS:CN sites that will occur during the presence of the service provider while protecting the DWS:CN assets. Should the service provider has failed to repair these facilities and replacement of such loss after notice has been given by the DWS:CN, and after the expiry of 30 (Thirty) days' notice period, the DBSA may repair facilities or replace the lost item(s) and deduct monies spent for the repairs from the Service Provider monthly payment.

4.22 The Service Provider undertakes that an Officer/Employee with a rank of an Area Manager (Grade C of PSIRA standard) shall be always made available to discuss issues related to Contract Management with the designated official of the DBSA-Construction and DWS:CN representative . The Officer/Employee may not necessarily be on site, but in the office of the Service Provider.

4.23 The Service Provider undertakes to always comply with the terms and conditions of this contract even during strikes, stay- aways, sit-ins or any other occurrences that may affect service delivery.

4.24 The Service Provider shall ensure that all security officers shall be registered with Private Security Regulatory Authority in terms of PSIRA Act, 1987 as amended in Security Officers Amendment Act from time to time. All security officers will be required to display valid PSIRA Identification card while on duty.

4.25 The Service Provider shall be registered with Private Security Regulatory Authority in terms of PSRIRA Act, 1987.

4.26 **The Service Provider shall be positively screened by SAPS and SSA (State Security Agency) before being deployed to DWS:CN and DBSA site and proof of screening report to be displayed and archived in a Security File.**

4.27 The Service Provider shall ensure that the following requirements for all personnel to be deployed to Construction North sites shall be supplied in a file format and be adhered to by the Service Provider.

(a) Scholastic Certificate
(b) Copy of PSIRA Certificate,
(c) Security Clearance from SAPS,
(d) Copy of Identification documents,
(e) Curriculum Vitae's (CV'S),
(f) Firearm Competency Certificate (where applicable)
(g) First Aid and Fire Fighting Certificate.

4.28 The Service Provider undertakes to carry out all contractual obligations with reasonable care, diligence, skills and efficiency and economy in accordance with generally accepted professional technique required and employs appropriate technology and shall observe sound and acceptable management practices.

4.29 The Service Provider shall act in a fiduciary manner towards the DBSA and as a conscientious advisor and shall at all times support and safeguard the DBSA legitimate interest in dealing with third parties in respect of any matter relating to this contract.

4.30 The Service Provider shall acknowledge the statutory functions and duties of the DBSA and undertakes to perform its obligation under this contract in a manner that will not detract from image and reputation of DBSA.

4.31 The Service Provider undertakes to compensate the DBSA for any losses caused or incurred because of the cancellation of the contract, if such cancellation is due to the failure of the Service Provider to comply with any provision of this contract.

4.32 The Service Provider shall not sub-contract this contract to any sub-contractor to perform any part of the services related to this Contract.

5. LOST AND FOUND ARTICLES

All lost items and articles found on site shall be recorded in the lost articles book by the security personnel on duty, indicating the date, time, and location thereof. The lost item shall also be recorded in the incident book and reported and handed over to the DWS:CN Security Coordinator on site.

6. DELIVERIES

No deliveries by any person shall be received by security officers in the reception in the absence of the concerned DBSA/DWS:CN representative. The DBSA/DWS:CN representative shall make the necessary arrangement to enable the security officers to accept such deliveries on his/her behalf with complete description and quantity expected.

7. CHANGE CONTROL

Should either party wish to make any amendment or alteration to the Project specification, that party shall prepare a change order and present to the other party which shall specify the following

- The date of the change order.
- The description of the proposed amendment or alteration.
- The reason for making the proposed amendment or alteration and
- When the party requires the change to be implemented.
- The resources available.
- The other party shall be given an opportunity to consider such change order and make a decision on whether it is prepared to make such change order or not.
- No change order shall be of any force and effect until it is signed by duly authorized representative of each party.

8. CONFIDENTIALLITY OF INFORMATION AND POPI ACT

The parties shall keep confidential and shall not disclose information to any third party (other than for the purpose of performing services on this contract) any of the confidential information disclosed to either party during the discussions or negotiations or implementation of this contract or at any time thereafter.

9. DISPUTE RESOLUTION

9.1 In the event of any dispute arising from this contract, including the implementation, execution, interpretation, rectification, cancellation or termination of this contract, the parties shall make every effort to settle such dispute amicably.

9.2 If the dispute is not capable of being settled between the parties amicably, it shall be elevated to the parties' senior Management/Executive level, or their duly designated representative for mediation purposes which mediation shall be concluded within a period of 30 (thirty) days.

9.3 Should the dispute remains unresolved; the dispute should be adjudicated by a competent Court of Law with jurisdiction.

10. INDENMITY

Notwithstanding anything to the contrary set out in this contract, the parties hereby undertake to place reliance on the common law of contract in so far as it relates to any claims that may arise as a result of the conduct of any party to this contract.

11. SECURITY

The Service Provider undertakes to procure public liability and professional indemnity insurance cover to the value of not less than **R 10 000 000.00 (Ten Million Rands Only**) to cover any losses that may occur during the subsistence of this contract.

The Service Provider shall within **14 (Fourteen**) days of signing an acceptance offer to undertake this Bid, shall submit an Insurance Cover Certificate to the DBSA representative. The Insurance Cover Certificate shall be valid for the duration of the contract and the DBSA reserves the right to instruct the Service Provider to provide same from time to time, having given written instruction to do so and within a specified timeframe.

12. The Service Provider shall, furthermore, provides the DBSA with written reports in the following scenarios:

DELIVERABLES/REPORTS	DUE DATES
12.1 Monthly Report	3rd (Third) day of every month
12.2 Incidents Reports	Security Manager to be informed as the incident happened and the preliminary report to be submitted within 24hrs of the incident.
12.3 Investigation Reports	When Security Breaches have taken place, the full investigation report must be submitted within 7 working days
12.4 Threat and Risk Assessment	Monthly
12.5 Duty Roster	Monthly and where changes are affected, DWS:CN /DBSA Security Manager must be notified on such changes.
12.6 Weekly and Monthly meetings	Weekly and monthly meetings as per agreed program with the DBSA-Construction

12.7 SSA Screening	All Directors and personnel of the Service Provider must have obtained positive clearance from the South African Police Services and State Security Agency before deployment to the DBSA-Construction sites and all new staff must also be screened before deployed to DBSA- Construction sites.
12.8 Raising of Tzaneen Dam Wall	Rendering of Security guarding services which entails Day Shift- Monday to Sunday from 06h00 to 18h00 and Night Shift from 18h00 to 06h00 in the next morning

13. SCOPE OF WORK

Nr.	DESCRIPTION
1.	**Security guards (8X Day Shift and 8X Night Shift)**
	a) Security Guard, Grade C- with walkie and Talkie (two-way radio, 5km range)
	b) Supply of security services as per provided specification for Tzaneeen Dam Raising Project
	c) Supply and post security guards registered with PSIRA on all Construction North sites
	d) Provide a site Manager with knowledge of how to conduct Incident Investigation for the site
	e) Escort visitors
	f) Lock and unlock entrance.
	g) Identify and report to DWS:CN/DBSA representative all suspicious conduct.
	h) Ensure that unauthorized persons and dangerous objects do not enter the Construction site (Firearms, Alcohol, Knife and Intoxicated drugs).
	i) Ensure that no DWS:CN/DBSA assets leave the site without necessary removal documentations.

	j) Search Persons and Vehicle when entering or leaving the site/office in terms of the Access Control Act 53 of 1985

PRICING SCHEDULE- RFP185/2026: THE APPOINTMENT OF A SECURITY SERVICES COMPANY TO PROVIDE SECURITY SERVICES FOR THE CONSTRUCTION OF THE RAISING OF TZANEEN DAM PROJECT FOR A PERIOD OF 14 MONTHS

Item	Description	Unit	Duration	Quantity	Rate	Total
1	**Main Access Gate:**					
1.1	Grade C Day & Night (Armed)	Months	14	1		
1.2	Grade C Day & Night (Unarmed)	Months	14	3		
2	**Site Office:**					
2.1	Grade C Day & Night (Unarmed)	Months	14	4		
3	**Batching Plant:**					
3.1	Grade C Day & Night (Armed)	Months	14	1		
3.2	Grade C Day & Night (Unarmed)	Months	14	3		
4	**Gate 3:**					
4.1	Grade C Day & Night (Armed)	Months	14	1		
4.2	Grade C Day & Night (Unarmed)	Months	14	3		
5	**Security Aiding Items:**					
5.1	Quadbike x 1	Months	14	1		
SUB-TOTAL (EXCL VAT)						
VAT@15%						
TOTAL (INCL VAT)						

THE GRAND TOTAL REFLECTED IN THE PRICING SCHEDULE MUST BE ACCURATELY TRANSFERRED TO THE FORM OF OFFER (NEXT PAGE)

Note: The Cost for obtaining Police Clearance from State Security Agency (SSA) and South African Police Services (SAPS) are deemed to be included in the rate provided above.

Annexure A

Fees and Assumptions

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)
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:

RFP185/2026: THE APPOINTMENT OF SECURITY SERVICES, TO SECURE RAISING OF TZANEEN DAM WALL PROJECT IN LIMPOPO PROVINCE.

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

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder 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 VALUE ADDED TAX 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 bidder before the end of the period of validity stated in the Bid Data, whereupon the bidder becomes the party named as the consultant in the Conditions of Contract identified in the Contract Data.

Signature(s) _____ _____

Name(s) _____ _____

Capacity _____ _____

For the *Bidder* _____

(Name and address of organisation)

FAILURE BY THE BIDDER TO SIGN OR FILL IN THIS FORM MAY BEDISQUALIFIED.

Annexure B

SBD 4

BIDDERS 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 BID 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

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

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.

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.

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

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.

Annexure C

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

~~a) The applicable preference point system for this tender is the 90/10 preference point system.~~

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
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 Proposals, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 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)
Geographic Localisation				
Yes	~~5~~	10		
No	~~0~~	0		
B-BBEE Status				
Level 1 - 3	~~5~~	10		
Level 4 - 8	~~0~~	0		
Total Preference Points	~~10~~	20		

The following documents will be accepted as evidence for Domicile in the geographic location.

- rates invoice issued to an Enterprise within two months prior to the bid submission date by a relevant municipality, bearing the name and address of the bidder or bidder member of an unincorporated joint enterprise or consortium (if applicable.);
- copy of the title deed in the name of the Enterprise;
- CIPC Registration documents
- Proof of address sworn affidavit; or
- other documentation acceptable to DBSA, provided it demonstrates established and ongoing business operations in the relevant province and is objectively verifiable, such as a lease agreement concluded at least six months before the applicable invitation to bid was published, evidencing established business operations in the relevant province.

The following documents will be accepted as evidence of Black Women Ownership:

- Valid B-BBEE certificate issued by a SANAS-accredited B-BBEE verification agency / sworn affidavit in terms of section 9 of the B-BBEE Act / CIPC affidavit.

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:……

……

……
……

Annexure D

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

Annexure E

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

Annexure F

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

Annexure G

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

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

Annexure H

[General Conditions of Contract]

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

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

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

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

Annexure I

Tax Compliant Status and CSD Registration Requirements

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

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

CSD Registration Number:



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

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

ANNEXURE J

DECLARATION OF DEFAULT AND TERMINATION

It is a condition of this tender that bidders declare all project, default and/ or terminations in full with the DBSA within the last 5 years.

This declaration MUST be signed, whether any declaration is applicable or not.

If no declaration is applicable, tenderers MUST either strikethrough or indicate Not Applicable.

The DBSA will disqualify the tenderers bid, should this declaration prove to be false.

NAME OF PUBLIC ENTITY	PROJECT DESCRIPTION & VALUE	DATE OF AWARD	DOCUMENTED DEFAULT AND/ OR TERMINATION

- Bidders may recreate the above table and submit if insufficient space is available (This Declaration must however be signed in full).

I, _____ of _____,

(Authorised Signatory)(Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and confirm that the information provided is accurate and complete.

_____ _____

(Signature) (Date)