REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA	
BID NUMBER:	**RFP209/2026**
ISSUE DATE	**17 November 2026**
COMPULSORY BRIEFING DATE	**23 November 2026 @ 11h00 AM** **Compulsory Tender Briefing Link** **(Please click the above link and register prior briefing)**
CLOSING DATE AND TIME FOR TENDER:	**08 December 2026 at 23h55** (Telkom Time)
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	120 days
BIDDER QUERIES	Bidders to submit one (01) consolidated questions/ clarifications via email and the cut of date is **27 November 2026**
DESCRIPTION OF BID:	**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) TO PROVIDE LEADERSHIP DEVELOPMENT LEARNING FACILITY FOR NATIONAL TREASURY CITIES SUPPORT PROGRAMME (NT-CSP)**
RESPONSES TO THIS RFP **SHOULD BE SUBMITTED** **ELECTRONICALLY**	a) Bidders are required to request for a submission link. b) Bidders are required to click on the Tender Submission Link as provided as soon as bidders are ready to submit. c) No Emailed responses to accepted. d) Bidders are to ensure the documents being loaded are **correct** and **accurate** - once they are loaded, they cannot be accessed again or deleted. e) If incorrect documents are loaded, the new document loaded must include the wording "Corrected".

	f) Only Files can be loaded, not folders. g) As such, Folders with all its required content should be created on the Bidders PC, then be converted to either a Compressed or Zipped Folder. h) This will allow Bidders to load the whole Compressed/ Zipped Folder as a file format to the Tender Submission Link. i) Once documents have been loaded, the Bidder will receive a confirmation email of the upload. j) Uploading of submission must be in the structure and order as prescribed in this tender and **MUST BE LABELLED CORRECTLY**. k) No assistance will be provided to Bidders after hours.
NAME OF BIDDER:	
CSD NUMBER:	
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 ("DBSA")

BID NUMBER: **RFP209/2026**
CLOSING DATE: **08 December 2026**
CLOSING TIME: **23H55**

DESCRIPTION:
APPOINTMENT OF AN INDIVIDUAL PROFESSIONAL SERVICE PROVIDER TO PROVIDE LEADERSHIP DEVELOPMENT LEARNING FACILITY FOR NATIONAL TREASURY CITIES SUPPORT PROGRAMME (NT-CSP)

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

Bidders should ensure that Bids are loaded on the one drive timeously as reflected on the cover page of this document.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)
THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC)

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				
TAX PIN CERTIFICATE SUBMITTED?	**YES**		**NO**	
BBBEE CERTIFICATE SUBMITTED?	**YES**		**NO**	
REGISTERED WITH THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)	**YES**		**NO**	
FULL NAME OF AUTHORISED REPRESENTATIVE:				
CAPACITY IN WHICH AUTHORISED REPRESENTATIVE SIGNS:				
SIGNATURE OF AUTHORISED REPRESENTATIVE:				
DATE OF SIGNATURE				

PART B: CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

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

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

YES	NO	
☐	☐	Folder 1 and Folder 2 must be separated into Qualifying Criteria and Functional Evaluation on the one hand, and Price and Preferential Points, on the other hand.
☐	☐	**Part A:** Invitation to Bid
☐	☐	**Part C:** Specifications, Conditions of tender and Undertakings by Bidder
☐	☐	**Annexure A:** Price Proposal
☐	☐	**Annexure B**: CV's and Qualifications
☐	☐	**Annexure C:** Tax Requirement
☐	☐	**Annexure D:** SBD 4 Bidder's Disclosure
☐	☐	**Annexure E:** SBD6.1: Broad Based Black Empowerment Status Level Certificate
☐	☐	**Annexure F:** Registration Certificates/ Agreements/ Identity Documents
☐	☐	**Annexure G (if applicable):** Supporting documents to responses to Qualification Criteria and Evaluation Criteria.
☐	☐	**Annexure H:** General Conditions of Contract
☐	☐	**Annexure I:** Proof Of Registration With CSD
☐	☐	**Annexure J:** Tender Brief Attendance
☐	☐	**Annexure K:** Certificate of Authority for Si gnatory
☐	☐	**Annexure L:** Joint Venture/ Consortium Disclosure Form
☐	☐	**Annexure M:** Record of Addenda to Tender Documents

☐	☐	**Annexure N:** Declaration of Default and Termination
☐	☐	**Annexure O:** Service Provider Code of Conduct
☐	☐	**Annexure P:** RFP Declaration Form
☐	☐	**Annexure Q:** Enterprise Questionnaire
☐	☐	**Annexure R:** Certificate of Acquaintance with Tender Document
☐	☐	**Annexure S:** Workmen's Compensation Registration (COIDA)
☐	☐	**Annexure T:** Unemployment Insurance Fund Certificate
☐	☐	**Annexure U:** Financial Standing/Bank Rating

PART C: SPECIFICATIONS, CONDITIONS OF TENDER 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** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 5 and 6 of the Preferential Procurement Regulations, 2011.

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 d Timetable) in Part C, by which Tenders must be received.

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

1.11 **DFI** means development finance institution.

1.12 **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.

1.13 **Functional Criteria** means the criteria set out in clause 0 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 **Price and Preferential Points Assessment** means the process described in clause 0 of this Part C, as prescribed by the PPR 2022.

1.17 **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.

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

1.19 **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.

1.20 **SARS** means the South African Revenue Service.

1.21 **Services** means the services required by the DBSA, as specified in this RFP Part D.

1.22 **SLA** means service level agreement.

1.23 **SOE** means State Owned Enterprise, as defined by the Companies' Act.

1.24 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.

1.25 **State** means the Republic of South Africa.

1.26 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.

1.27 **Tender Manager** means the person so designated under clause 3 (Tender Manager) of this RFP Part C.

1.28 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.

1.29 **Website** means a website administered by DBSA under its name with web address www.dbsa.org

2. INTERPRETATIONS

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

2.1 "includes" or "including" means includes or including without limitation; and

2.2 "R" or "Rand" is a reference to the lawful currency of the Republic of South Africa.

3. TENDER MANAGER

The Tender Manager is:

Noma Rakoma

DBSA Supply Chain Unit

Email: nomascm@dbsa.org

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

4.1 No Hardcopies of Tenders are to be submitted/ Only Electronically

Online Submissions **ONLY** & adherence in submitting tender on a **Two-Envelope (folder) Process (Technical Proposal & Price to be submitted in different Folders)**	Indicate whether **Folder 1 (Technical Proposal)** or **Folder 2 (Price)**

4.2 Bidders are to provide 2 Folders **(1) Technical proposal** and (**2) Pricing proposal** only.

4.3 **NOTE: This Tendering Process will use a two-envelope system** i.e. **Bidders must submit the Qualifying Criteria and Functional Proposal in One Folder (together with relevant copies) & Pricing and Preference Points Proposals in a separate folder (together with the relevant copies). BOTH FOLDERS MUST BE CLEARLY LABLLED IN LINK. Should you fail to adhere to this, the bidders will be disqualified.**

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

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

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

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

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

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

5.4.2 the Tendering Process; and

5.4.3 any communications (including any briefings, presentations, meetings, and negotiations) relating to the RFP or the Tendering Process

6. STATUS OF REQUEST FOR PROPOSAL

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

7. ACCURACY OF REQUEST FOR PROPOSAL

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

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

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

8. ADDITIONS AND AMENDMENTS TO THE RFP

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

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

9. REPRESENTATIONS

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

10. CONFIDENTIALITY

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

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

11.1 All communications relating to this RFP and the Tendering Process must be directed to the Tender Manager.

11.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Manager by e-mail.

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

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

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

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

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

12. UNAUTHORISED COMMUNICATIONS

12.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Manager. Nothing in this clause 12 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.

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

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

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

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

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

14. ANTI-COMPETITIVE CONDUCT

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

14.1.1 the preparation or lodgement of their Bid

14.1.2 the evaluation and clarification of their Bid; and

14.1.3 the conduct of negotiations with the DBSA.

14.2 For the purposes of this clause 14, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.

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

15. COMPLAINTS ABOUT THE TENDERING PROCESS

15.1 Any complaint about the RFP or the Tendering Process must be submitted to the Tender Manager in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder.

15.2 The written complaint must set out:

15.2.1 the basis for the complaint, specifying the issues involved.

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

15.2.3 any relevant background information; and

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

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

16. CONFLICT OF INTEREST

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

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

Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.

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

17. LATE BIDS

17.1 Bids must be loaded on one drive before the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.

~~17.2 Bids loaded after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.~~

~~17.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 17.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid~~

18. BIDDER'S RESPONSIBILITIES

18.1 Bidders are responsible for:

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

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

18.1.3 ensuring that their Bids are accurate and complete;

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

18.1.5 ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and

18.1.6 submitting all Compulsory Documents.

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

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

19. PREPARATION OF BIDS

19.1 Bidders must ensure that:

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

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

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

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

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

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

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

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

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

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

21. OBLIGATION TO NOTIFY ERRORS

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

22. RESPONSIBILITY FOR BIDDING COSTS

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

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

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

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

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

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

23.1.1 as required by law;

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

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

24. USE OF BIDS

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

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

25. BID ACCEPTANCE

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

26. EVALUATION PROCESS

26.1 The Bids will be evaluated and adjudicated as follows:

26.1.1 **FIRST STAGE – RESPONSIVENESS - ELIGIBILITY CRITERIA**

Only those Bidders which satisfy the compliance criteria will be eligible to participate in the Tendering Process further. Bids which do not satisfy all of the compliance criteria will not be evaluated further.

26.1.2 **SECOND STAGE – FUNCTIONAL EVALUATION**

Bidders are evaluated based on the functional criteria set out in this RFP. Only those Bidders which score **70** points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid.

26.1.3 **THIRD STAGE – PRICE AND PREFERENTIAL POINTS**

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

26.1.4 **FOURTH STAGE – RISK ANALYSIS**

26.1.4.1 Firstly, 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 PPR 2022, in order to ascertain suitability for award.

26.2 **NB: Bidders are required to submit, as Annexure K to their Bids, any documentation which supports the responses provided in respect of the Qualifying Criteria and Functional Criteria below.**

26.3 **FIRST STAGE: RESPONSIVENESS**

PART A: PRE-QUALIFIERS – FAILURE TO COMPLY WITH THE BELOW WILL LEAD TO DISQUALIFICATION

	Responsiveness Criteria	Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Attendance of the **Compulsory Online** Briefing Session	Pre-Qualifier	Y
2	Completed and signed **Declaration of Default and Termination**	Pre-Qualifier	Y
3	**Adherence to 2 Folder Submission** Folder 1: Price Proposal Folder 2: Technical Proposal	Pre-Qualifier	Y

PART B: RESPONSIVENESS

- Tenderers who do not adhere to the response time indicated for clarification inquiries by the employer shall be deemed non-responsive and not be evaluated further.

	Responsiveness Criteria	Clarification Time	Applicable to this Tender (Y/N)
1	Adherence to the **Standard Conditions** of Tender as required. (No deviations, qualifications, and alternatives).	48 hours	Y
2	**Returnable documents** completed and signed.	48 hours	Y
3	Submission of Registration with National Treasury Central Supplier Database (**CSD**) Summary Report: - Bidder must be registered in order to do business with the DBSA.	48 hours	Y
4	A **Tax Pin** issued by SARS.	48 hours	Y
5	**Professional Indemnity Insurance** **Proof of Letter of Intent** to provide Professional Indemnity Insurance cover, or formal Professional Indemnity Insurance providing cover in an amount of not less than **R 3 000 000.00 per claim**. **Note**: Should a Bidder be successful in this tender, the Bidder will be required to provide Professional Indemnity Insurance cover from the same Insurer that issued the Letter of Intent. The Policy must define the **R 3 000 000.00 per claim / event** in respect of each and every claim arising during the period of performance, with no limit on the number of claims or cumulative value of the claimsarising during the period of performance, with no limit on the number of claims or cumulative value of the claims.	48 hours	Y

6	Bidders must submit an Organogram and signed letters of consent from the proposed resource (under functional evaluation) confirming their availability and commitment to participate in the execution of the project, should the bidder be successful. **NB**: Where the proposed resource is the owner, director, or employee of the bidding company, the bidder is still required to submit a signed letter of consent confirming their participation in this project.	48 hours	Y

26.4 **SECOND STAGE: FUNCTIONAL CRITERIA**

The following evaluation criteria will be applied in evaluating the functionality of tenders.

Category	Functionality Criteria	Points (Minimum)	Points (Maximum)
1	**TRACK RECORD OF THE COMPANY IN DEVELOPING AND HOSTING LARGE SCALE LEADERSHIP EVENTS**		**40**
	Large (more than 50 attendees) scaled Executive Leadership Programmes managed for complex programmes	10	
	Case Study Production.	5	
	International Exposure	5	
	Total	**20**	
2	**EXPERIENCE OF THE INDIVIDUALS (2 X LEADS) IN THE COMPANY**		**40**
	Team Lead must have led or played a leading role in facilitation of leadership development processes	**5**	
	Team lead demonstrates ability to package and deliver large scale leadership events, and smaller leadership learning seminars	**5**	
	Support Lead must have led or played a leading role in facilitation of leadership development processes	**5**	
	Support lead demonstrates ability to package and deliver large scale leadership events, and smaller leadership learning seminars	**5**	
	Total	**20**	
3	**METHODOLOGY FOR THE PROPOSAL**		**20**
	Approach and methodologies to be applied, focusing on most applicable in designing an executive leadership event in the public sector	**5**	
	The company is demonstrating how the Change / Transversal Management experience and learnings will feed / influence the leadership seminars	**3**	
	Approach for Monitoring and evaluation (M&E) of this support to ensure outcomes are achieved	**0**	
	Total	**8**	
	Sub Criteria minimum points	**48**	
	Total evaluation points for functionality	**70**	**100**

A minimum point of **70 out of 100** must be scored overall. Only bidders who score a minimum of **70** during the functional evaluation will proceed to be assessed for price and preference evaluation.

It is anticipated that this assignment will be undertaken by **a company or consortium**, with a team of specialists in the field of Leadership Development. **Within the team proposed, there must be a practical understanding and demonstrated competence in:**

a) The South African Public Service in general and metropolitan governments in particular.
b) Ability to package and deliver large scale Executive leadership events, and smaller leadership learning seminars.
c) All core team members must have led or played a leading role in facilitating management processes at a senior level in the public service.

NO	FUNCTIONAL CRITERIA	POINT MAXIMUM	SCORING
1.	**TRACK RECORD OF THE COMPANY IN DEVELOPING AND HOSTING LARGE SCALE LEADERSHIP EVENTS**	**40**	
1.1	**Large** (more than 50 attendees) scaled Executive Leadership Programmes managed for complex programmes.* Provide a list of the programmes, preferably the programme outline, number of attendees, start and the end date. State Departmental Heads/ Executives that attended. **Reference Letter** indicating the experience of service provider to organise leadership event for heads of departments/executives ****Complex programmes*** - *Complex programmes are multifaceted, multi stakeholder, complex relationships. intergovernmental in nature and operating in a dynamic and evolving context*	20	**20** – 5 or more large scaled, complex programme events held with heads of departments attending **15** - 5 or more large scaled, complex programme events held but no heads of departments attending **10** - 2 to 4 large scaled, complex programme events held with heads of departments attending **5** – 1 large scaled, complex programme events held with no heads of departments attending **0** – No complex Programmes
1.2	Experience in case study production. Provide Examples of case studies production.	10	**10** - 5 or more examples of case studies developed and published /disseminated **5** - 2 to 4 Studies **0** – 1 or less Studies
1.3	The company has international exposure. i. Consultants from abroad or ii. Delivered Programmes overseas	10	**10** - Consultants from abroad and have delivered Programmes overseas. **5** - Either one of the two criterions met **0** – No international exposure or experience
2	**EXPERIENCE OF THE INDIVIDUALS (2 X LEADS) IN THE COMPANY**	**40**	

	The **Team Lead** must have led or played a leading role in facilitation of leadership development processes at a senior level in the Public Service Sector. Provide CV, clearly showing the role played in facilitating leadership development processes at a senior level in **public service sector** ***Note: If no public service sector experience, then the score will be zero***	10	**10** – 8 or more facilitations of leadership development processes delivered **5** - 5 to 7 facilitations of leadership development processes delivered **3** - less than 5 facilitations of leadership development processes delivered **0** - No facilitation of leadership development processes delivered.
2.1	The **Team lead** demonstrates ability to package and deliver large scale leadership events, and smaller leadership learning seminars. At least 2 large leadership events and 4 smaller learning seminars a) Ability to package and deliver large scale Executive leadership events, b) and smaller leadership learning seminars. c) Having led peer to peer learning events in Public Service Sector experience is compulsory	10	**10** - 2 large leadership events and 4 smaller learning seminars **5** - less than 2 large leadership events and less than 4 smaller learning seminars **0** - either no large leadership events and / or smaller learning seminars delivered
	The **Support Lead** must have led or played a leading role in facilitation of leadership development processes at a senior level. Provide CV, clearly showing the role played in facilitating leadership development processes at a senior level.	10	**10** - 8 or more facilitations of leadership development processes delivered **5** – 5 to 7 facilitations of leadership development processes delivered **3** - less than 5 facilitations of leadership development processes delivered **0** - no facilitation of leadership development processes delivered
2.2	The **Support lead** demonstrates ability to package and deliver large scale leadership events, and smaller leadership learning seminars. At least 2 large leadership events and 4 smaller learning seminars d) Ability to package and deliver large scale Executive leadership events, e) and smaller leadership learning seminars. f) Experience in leading peer-to-peer learning events.	10	**10** - 2 large leadership events and 4 smaller learning seminars **5** - less than 2 large leadership events and less than 4 smaller learning seminars **0** - either no large leadership events and / or smaller learning seminars delivered
2.	**UNDERSTANDING OF THE BRIEF, APPROACH AND METHODOLOGY**	**20**	
2.1	Approach and methodologies to be applied, focussing on most applicable in designing an executive leadership event in the public sector. Focusing on: i. Understanding of the support environment,	10	**10** - Methodology is innovative, clearly delivering the requirements and addressing all three elements **5** - Standard methodology, little innovation and addressing 2 or less of the elements mentioned

	ii. Unique risks, including proposals for managing of the risks iii. An understanding of complex, interconnected programmes		**0** - Poor methodology and not addressing all three mentioned elements
2.2	The company is demonstrating how the Change / Transversal Management experience and learnings will feed / influence the leadership seminars	5	**5** - Clear demonstration of how the CM and other learning **3** - events will link up and affect the planning of future Programmes **0** - None, or no clear line of sight
2.3	Approach for Monitoring and evaluation (M&E) of this support to ensure outcomes are achieved.	5	**5** - M&E approach is clear and will ensure results is achieved **0** - No clear approach for M&E or non is provided
TOTAL		**100**	

a. THIRD STAGE: FINANCIAL OFFER AND PREFERENCE

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

ii. 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.

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

Price points **80**

Specific Goals (namely, BBBEE status level of contributor) **20**

iv. **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 tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

v. **Preferential procurement points**

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

B-BBEE Status Level	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6

7	4
8	2
Non-compliant contributor	0

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

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.

FOURTH STAGE: RISK ANALYSIS & OTHER OBJECTIVE CRITERIA

a) Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, shall 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. If inauthentic, the tenderer will be disqualified and reported.

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.

STATUS OF BID

27.1 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.

27.2 A Bid must not be conditional on:

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

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

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

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

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

27.3 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).

27.4 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.

28 CLARIFICATION OF BIDS

28.1 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.

28.2 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.

29 DISCUSSION WITH BIDDERS

29.1 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.

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

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

29.3.1 conduct a site visit, if applicable;

29.3.2 provide references or additional information;

30 SUCCESSFUL BIDS

30.1 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.

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

30.3 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.

31 NO OBLIGATION TO ENTER INTO CONTRACT

31.1 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.

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

32 BIDDER WARRANTIES

32.1 By submitting a Bid, a Bidder warrants that:

32.1.1 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;

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

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

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

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

33 DBSA'S RIGHTS

33.1 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:

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

33.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;

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

33.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;

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

33.1.6 provide additional information or clarification;

33.1.7 negotiate with any one or more Bidder;

33.1.8 call for new Bid;

33.1.9 reject any Bid received after the Closing Time; or

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

34 GOVERNING LAWS

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

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

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

35 MANDATORY QUESTIONS

35.1 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 the Bid may be disqualified.

35.1.1

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

35.1.2

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.	**Accept**	**Do not accept**

35.1.3

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.	**Accept**	**Do not accept**

35.1.4

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.	**Accept**	**Do not accept**

35.1.5

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.	**Accept**	**Do not accept**

35.1.6

In the case of Consortium, Joint Venture or subcontractors, all Bidders are required to provide mandatory documents as stipulated in schedule 1 of the Response format.	**Accept**	**Do not accept**

35.1.7

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.	**Accept**	**Do not accept**

35.1.8

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.	**Accept**	**Do not accept**

35.1.9

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

35.1.10

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

35.1.11

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.	**Accept**	**Do not accept**

35.2

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

35.2.1

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.	**Accept**	**Do not accept**

35.2.2

Should the Bidder withdraw the proposal before the proposal validity period expires, the DBSA reserves the right to recover any additional expense incurred by the DBSA having to accept any less favourable proposal or the additional expenditure incurred by the DBSA in the preparation of a new RFP and by the subsequent acceptance of any less favourable proposal.	**Accept**	**Do not accept**

35.2.3

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.	**Accept**	**Do not accept**

35.2.4

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.	**Accept**	**Do not accept**

35.2.5

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.	**Accept**	**Do not accept**

35.2.6

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.	**Accept**	**Do not accept**

35.2.7

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.	**Accept**	**Do not accept**

35.2.8

Bidders who make use of subcontractors. The proposal shall however be awarded to the Bidder as a primary contractor who shall be responsible for the management of the awarded proposal. A Bidder which was awarded the contract after scoring HDI / RDP goals is not allowed to subcontract more than 25% of the contract to a non-HDI entity. 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.	**Accept**	**Do not accept**

35.2.9

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

35.2.10

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.	**Accept**	**Do not accept**

35.2.11

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 as outlined in the RFP. 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 BEE (according to the PPR 2022) is 20.	**Accept**	**Do not accept**

35.2.12

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

35.2.13

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

35.2.14

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.	**Accept**	**Do not accept**

35.2.15

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.	**Accept**	**Do not accept**

35.2.16

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

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 D: TERMS OF REFERENCE & PROJECT BRIEF

TERMS OF REFERENCE
APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) TO PROVIDE LEADERSHIP DEVELOPMENT LEARNING FACILITY FOR THE NATIONAL TREASURY CITIES SUPPORT PROGRAMME (NT-CSP).

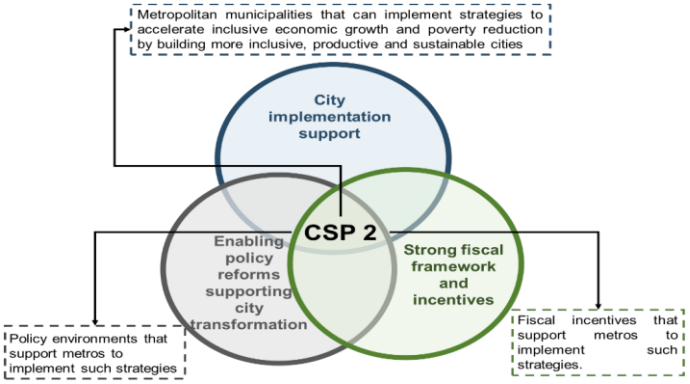
1. PURPOSE

The purpose of the terms of reference is to appoint a service provider to provide leadership learning services by sourcing and deploying a team of Specialist Leadership Development (process facilitation) experts towards supporting the Cities Support Programme (CSP).

2. INTRODUCTION

2.1. The Cities Support Programme (CSP) is a program within the Intergovernmental Relations division (IGR) of the National Treasury (NT) and as such is the NT instrument to support the large cities to perform optimally as the economic engines of the country and optimise their role in delivering inclusive growth opportunities to the population. It is considered as one of the implementation programmes of the Integrated Urban Development Framework (IUDF) that looks at urbanization and urban change across the entire national spatial system

2.2. The CSP, now in its 3rd phase (2025 to 2029), operates according to the assumption that in order to help cities reach their full potential for social and economic development, three key areas of work are required, each cutting across a range of traditional built environmental sectors or functions - firstly, support strong **fiscal framework** which ensures that public resources are managed efficiently and allocated strategically, secondly, support an **enabling intergovernmental policy and regulatory environment** for city transformation and thirdly, support for an integrated programme of **city implementation support**, including specialized technical assistance and peer learning. These 3 areas are the changing spaces in which the CSP3 will operate.



Acting as a Change Agent, a vehicle for collaboration and integration, ….

The CSP aims to improve the capacity of cities and create an enabling intergovernmental fiscal system and policy environment to support city-led transformation

The CSP provides its support through 30 projects in the areas of (i) Climate Resilience and Sustainable Services, including Metro Trading Services Reform programme (ii) Economic Development (iii) Human Settlements Transformation (iv) Infrastructure Planning-Financing and Monitoring (v) Public Transport and Mobility (vi) Leadership and City Advisory support.

The CSP is focused on deepening the reform agenda focusing on a few key acupuncture transversal programmes such as Metro Trading Services and Human Settlements, while at the same time making available its tools and experiences to secondary cities for their use and application.

The support envisaged in this ToR falls under the Leadership and City Advisory (CAS) component and will be deployed in support of all the areas of work of the CSP and in support of the CSP, its intergovernmental partners and the cities.

3. BACKGROUND TO THE TERMS OF REFERENCE

The CSP, now in its third phase (2024 to 2028), has built up intensive experiences on supporting leadership capabilities as it implemented support to metros and partners over the years. With the CSP focus on driving reforms in metros and the intergovernmental support system, in an environment that is highly unstable with fragile institutions and shrinking resource envelopes, many lessons have been learnt, some of which are mentioned below:

A. Effective turnarounds take time, take leadership commitment and takes sustained support:
B. Working with municipal systems is complex, it requires technical and relational agility, and demands collaboration around solutions between different stakeholders.
C. The ability to lead change within and between organisations is a required leadership competency for public servants, particularly in the context of leading urban reforms. The research is clear that one of the primary factors impacting the outcome of a reform initiative (the critical success factor) is the quality of the leader(s). The quality of leadership has an outsize impact on the likelihood of an initiative succeeding - great leadership sets the programme up for success while poor leadership undermines it.

D. As metro environments are complex and continuously changing, consistent engagement with the metro leadership is needed, to gauge the temperature and understand the challenges in order to target support effectively.

As the CSP3 continues its Institutionalization and reforms focus, with a deeper understanding of the complexity of embedding and sustaining reforms in institutions such as metros and partners, it intends to be more intentional about supporting the change processes within partners to ensure that support is on hand to manage the intractable problems and blockages caused by breakdowns in transversal/collaborative working and support the institutional changes that have to happen to absorb and sustain reforms.

The CSP has been very intentional about driving a series of reforms in the urban space and focusses not only the technocratic hard technical support but also on supporting the leaders in the metros and the leaders in the intergovernmental space, the officials who are tasked with leading these complex and transversal programmes. And in support of leadership development, many valuable lessons have been learnt over the year, as the CSP drove this change agenda in and with cities.

4. THE CSP LEADERSHIP CAPABILITIES SUPPORT APPROACH

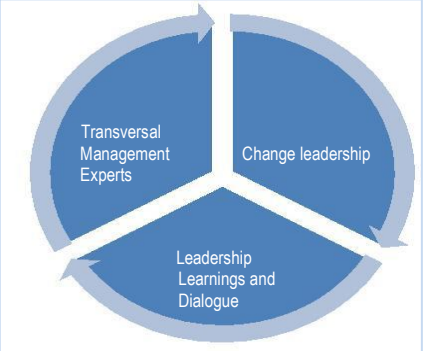
The CSP3 Leadership Capabilities Support suite is aimed at supporting individuals and teams working on complex urban reforms programmes in complex environments, offering:

(i) Well curated and bespoke leadership development and learning events and documenting of case studies and lessons focused on the Change management and transversal management work in key reform programmes of CSP.

It should be noted that a team of change management specialists will be secured through a separate tender process and would have to work closely and ensure strong alignment between the two service providers

- There are 2 major focus areas for CSP3 reforms support in metros, one being the Metro Trading services reform initiative in 3 trading services areas of water-sanitation-electricity and second being reforms in the Human Settlements Transformation Programme. These 2reform areas are complex and transversal in nature and requires sophisticated and intentional change and transversal management expertise and experience and competencies in the cities but also in the intergovernmental support environments.

- Learning by doing approach: provide a curated learning platform for learning and dialogue and documenting the CM and TM journey, through case studies and seminars and other learning events where the CM and TM experiences can be shared in an innovative and practical learning environment. - well-curated and bespoke leadership learning events and dialogue platforms and forums to engage and learn about the 2 reforms areas, including amongst others two Executive Leadership Programme (ELP) workshops.



APPLICATION SPACE:

Metro Trading Services Reform (MTSR) programme and Human Transformation Programme

Although the application focus will be on these two major reforms, the other projects of the CSP, notably the economic development and transport projects will also draw on these cross-cutting skills support.

forums and

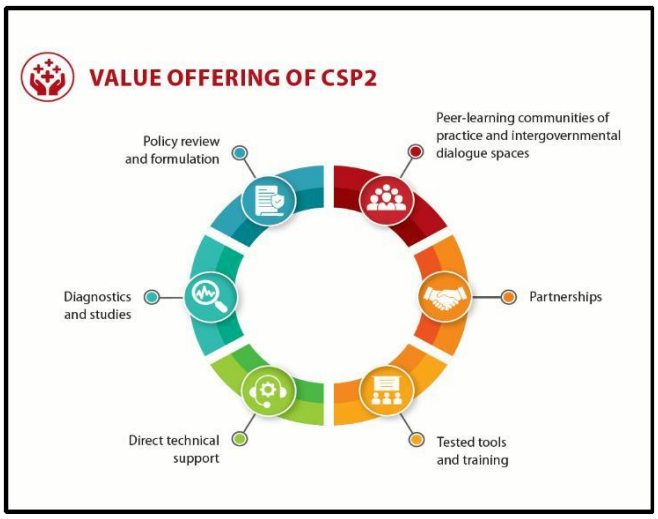
5. SPECIFIC DETAILS ON THE APPLICATION SPACE AND MODELS

The CSP approach to Leadership Development, learning about Leadership and Change Learning platforms, learning events and dialogue platforms are critical tools that the CSP use to influence and shape the complex reforms and mulitple stakeholders it works through.

External evaluations have confirmed these as successful offerings of the CSP and CSP3 intends to continue and deepen its use of these instruments.

Below, extracts from the CSP lessons learnt study, 2023:

A key value offering of the CSP has been "peer learning communities of practice and intergovernmental dialogue spaces –



In CSP2, the CSP convened, curated and hosted active and valued intergovernmental forums and communities of practice (CoPs) for metros, covering cities' infrastructure and delivery management systems (CIDMS), land value capture (LVC), leadership, water, electricity, economic development, public transport and finances (the City Budget Forum or CBF).

The CSP then intends to continue its focus on well-curated learning spaces as it is being applied in the 2 key reforms areas of HS and MTSRP:

Plan and manage Bespoke Leadership Events for cities and partners to engage and learn about the MTRSP and HS reform programmes with a focus on change management and managing transversality. with inputs from local and international practitioners.

(a) Executive Leadership Annual events.

(b) Peer learning event and Learning exchanges for metro officials and intergovernmental partners.

(c) Leadership Seminars

6. SCOPE OF WORK - EXPERTISE REQUIRED

6.1 Summary

CSP requires the services of a company who will provide a leadership learning service for CSP. As such, the work to be performed under this tender will require the bidder to:

i. deploy experts on a draw down assignment basis
ii. utilise mostly local whilst international experts would be advantageous.

Support spaces where the Leadership Development (LD) experts (and change management experts procured through another contract) will be deployed.

a) Within the CSP Programme and National Treasury: the CSP-NT team and team members and CSP-NT partners within NT.
b) Within Metros and a number (approximately 8) secondary cities: Metro management teams and metro management and political leadership team, and project team, individual members.
c) Within CSP National and Provincial department partners: A management team of a national or provincial sector department

6.2 Request for Assistance

The general objective of this ToR is to provide support to the CSP3 programme and its partners in the following 3 streams of work:

A. **Two x Executive Leadership Annual events**
B. **Peer learning event and Learning exchanges for metro officials and intergovernmental partners, including knowledge production - a series of well-curated learning events and documentation of case studies**
C. **Leadership Seminars related to leadership of the reform programs with a focus on specific leadership skills / topics / new developments. Please note that Leadership support entails technical assistance that covers:**
   a.Content preparations and consultation
   b.Event facilitation and event management
   c.Event documenting, monitoring and reports (including communication messaging about the events)

All facilities, and administrative costs will be borne by National Treasury.

The intention is to contract a team of experts that will then be utilized on a draw-down basis for over 48 months. For each assignment, a costed scope and project plan will be developed and specific team members (experts from the list of team members provided) will be assigned to the project.

The bidder may sub-contract resources / other companies to support in the delivery of the terms of reference. It may also form a joint venture, if that is a better vehicle. However, the lead company should submit all the CV's and indicate the project Manager who will be leading the overall delivery on the terms of reference.

6.3 Main Activities

6.3.1 Inception & Project Management

This activity will involve engaging with the CSP3 Programme team to confirm the beneficiaries of this support and then, at a high level, scope the support for each identified beneficiary.

The output of this activity will be an inception report which confirms:

i) the approach and methods for the overall support
ii) a high-level plan of projects and teams to be supported,
iii) a more detailed plan for immediate agreed assignments, including the main issues/focus of the support for each assignment and the main issues to be addressed and a high-level plan for each assignment
iv) A draft monitoring plan will be required, aligned with the CSP Theory of Change (ToC) and logframe, with agreed output and outcome indicators

The inception workplan will be a flexible document – as and when needs are identified by the CSP, the CSP will initiate a "drawdown request" with the consultant and a short-costed project plan will then need to be completed for each assignment.

i) Monthly reports will be required as well as an agreed annual detailed workplan.
ii) A detailed exit report will be required, including attention to the monitoring of impact against agreed indicators and lessons learnt.

6.3.2 Leadership Development

A lead expert for the development, design and delivery of a leadership programme, learning opportunities and learning exchanges for deployment to metros and other partners, to support the CSP in providing these services

i) Peer learning opportunities
ii) Seminars
iii) Learning exchanges
iv) Executive Leadership Programme x 2

The service provider should provide one lead on this, noting that the dialogue platforms, seminars and ELP will be delivered by a team of suitable resources.

6. OUTPUTS

The specific output required include:

a) Inception Report which includes the year 1 workplan, with teams to be supported, the methods and approach to be utilised and the monitoring framework to ensure that baselines are set against which progress can be measured and monitored.
b) Detailed annual calendar of engagement
c) Approved and costed project plans for each specific draw down request (scope of work) and each assignment. – prior to engagement
d) Monthly timesheets and progress reports against agreed deliverables,
e) Workshop reports
f) Annual Report of progress against agreed deliverables, case studies for use in publications, lessons to improve impact of the support for use in next year planning.
g) Completion report reflecting on the methods utilised and lessons learnt.

6. ANTICIPATED LEVEL OF EFFORT

The appointment period will be 48 months with a review every 12 months to reflect on progress. The actual level of effort for each assignment will be finalized during the inception phase. Based on a set of assumptions, the following is anticipated for a 48-months period.

I. 10 days for Inception
II. 1 days per month = 48 days for Project Management and reporting
III. Two Executive leadership Programmes at a national level
IV. Two local government learning events/ programmes dedicated to metro's per annum over 4 years (total 8 local events)
V. Production of 8 case studies over the 4 years around the lessons learnt from the reforms listed above. This will include case study writing up, editing, design and layout.
VI. Peer learning events across metros (and secondary cities), totaling two per annum, for 4 years.

7. CONTRACTING AND REPORTING

The selected service provider will be contracted by the DBSA on behalf of the National Treasury's Cities Support Programme and will report to the Lead: Economic Development of the CSP and an internal steering Committee. The service provider will be required to report on progress regarding hours spent on individual tasks, outputs and deliverables on a monthly basis.

8. LOGISTICS AND ASSIGNMENT SCHEDULE

8.1 Location and Services

Services are required to be delivered in Tshwane and the 8 metros.

8.2 Time Frame

Services should be delivered for the date of contract signing to four (4) years.

8.3. Logistic Support

The service provider assigned technical team will be expected to provide their own support services and equipment The costs of any necessary flights and accommodation can be claimed from CSP monthly.

9. CSP LEADERSHIP SUPPORT PROVISION TO DATE

CSP Leadership weblinks:

A. Executive Leadership Programmes: Executive Leadership Courses and Executive Leadership Programme
B. Transversal Management: Facilitators Guide and Course details Leadership & Learning
C. Change Leadership: Facilitators Guide and Course details. Leadership & Learning
D. Leadership Seminars and Community of Practice events: Leadership & Learning

ANNEXURE A – PRICE PROPOSAL (Price Proposal must be attached in a different Folder)

The Pricing Proposal shall be submitted and included as Annexure A in the bid. All phases shall be priced as guided by the schedule, taking note that the costing shall be deliverable based.

A: PRICING SCHEDULE

This is a Team Composition project scope; in pricing the bidder needs to take that into consideration. It is anticipated that the service provider will be engaged for a maximum of **48 months – Four Years**.

Activities	Number of Assignments	Number of Days	Leads / Number of person/s	Hourly Rate per person	Total (Excl Vat)
1. Preparation of the Inception Report and Workplan					
a. Inception report with 3-year workplan	1	6	2		
b. Updated annual workplans	3	1.3333	2		
2. Facilitate and manage the delivery of two Executive leadership Programmes at a national level.					
a.Content preparations and consultation days	2	20	5		
b.Event facilitation and event management days	2	5	7		
c.Event documenting and reports days	2	5	3		
3. Facilitate and manage the two local government learning events/ programmes (MINI METRO ELP's) dedicated to metros per annum over 4 years (total 8 local events)					
a. Content planning, content preparations and facilitation for 8 metro ELPs	8	10	4		
b. Documenting and reporting on 8 metro ELPs	8	2	2		
4. **Production of 8 case studies over the 4 years around the lessons learnt from the reforms listed above. *Cost per product, working on 6 pages per case study.***					
a. Research and writing drafts and finals of 8 case studies	8	6	2		
b. Editing and proof reading	8	2	1		
c. Layout and design for web publishing	8	2	1		
5. Conduct the Peer Learning events across metros (and secondary cities), totalling two per annum, for 4 years					
a. Content planning and facilitation of 8 peer learning events	8	4	2		
b. Documenting of 8 peer learning events	8	0.5	2		
6. Project Management and Final Consolidated Report	-	36	1		
Total Professional Fees					R
Disbursements @ 10% of Total Fees (Professional Fees)					R
VAT @15%					R
GRAND TOTAL Maximum Cost for the 48 months Project Duration **(Professional Fees+ Disbursements plus VAT)**					**R**

i. The price offer should be fixed for the duration of the project. - **48 months**
ii. The pricing for the project must be based on key milestones.
iii. The price should include the costs of all activities and related expenses expressed in South African Rand.
iv. The price must be broken up into respective activities as outlined in this brief, with the exact same descriptions.
v. Bidders should not amend the pricing schedule.
vi. The provided Price Schedule provided must be utilized.

TOTAL FORM OF OFFER

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand .....

.....

.....

.....in words);

Rand ..... (in figures).

Signature .....

Name .....

Capacity .....

For Tenderer

Name of Tenderer .....

Address of Tenderer .....

***** failure to complete the Form of Offer in full will result in disqualification of the BID.**

ANNEXURE B

CV/s and qualifications of each proposed individual/s and the role that they will play in the services.

This document(s) is to be prepared and submitted by the bidders as Annexure B to their Bid.

ANNEXURE C

TAX REQUIREMENTS

IT IS A CONDITION OF THIS TENDER THAT THE TAXES OF THE SUCCESSFUL TENDERER MUST BE IN ORDER PRIOR TO CONDITIONAL APPOINTMENT.

i. The Tax Pin issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the Tax Pin will result in the **invalidation/ disqualification** of the tender submission as per stipulated criteria in the Responsiveness Evaluation.

ii. Valid Tax Compliance is a mandatory requirement for the successful bidder prior to appointment, to be awarded a contract in terms of this tender.

iii. Where Joint Ventures/ Consortia/ Associations, etc. are involved, the Tax Compliance status will be based on all the Joint Venture Partners status. The Tax Compliance status documentation of all the Joint Venture Partners is to be appended to this page. Any tax non-compliance of any party will require a bidder to provide fully compliant tax status for any award to be made.

iv. Bidders are expected to have their tax affairs in order, to be able to do business with the DBSA.

I,_____of_____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

_____ _____

(Signature) (Date)

ANNEXURE D

BIDDER'S DISCLOSURE – SBD 4

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise,

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

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

……

……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?**YES/NO**

2.3.1 If so, furnish particulars:

……

……

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the

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.

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

ANNEXURE E

SBD6.1: BROAD BASED BLACK EMPOWERMENT STATUS LEVEL CERTIFICATE

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 (Tick applicable Threshold):

a) The applicable preference point system for this tender is the **90/10** preference point system: ☐

b) The applicable preference point system for this tender is the **80/20** preference point system: ☒

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

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

(a) Price; and

(b) Specific Goals (namely, BBBEE status level of contributor).

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as selected:

Tick applicable Threshold: ☒ ☐

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	**100**	**100**
Applicable RFP		

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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 (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)	~~Number of points allocated (90/10 system)~~	~~Number of points claimed (90/10 system) (To be completed by the tenderer)~~
1	20		~~10~~	
2	18		~~9~~	
3	14		~~6~~	
4	12		~~5~~	
5	8		~~4~~	
6	6		~~3~~	
7	4		~~2~~	
8	2		~~1~~	
Non-compliant contributor	0		~~0~~	

(**Note:** Bidders are required to submit their Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPC affidavit (in the case of EMEs/QSEs) to prove ownership percentage, in order to be eligible to claim points)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

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 F

REGISTRATION CERTIFICATES/ AGREEMENTS/ IDENTITY DOCUMENTS

The DBSA reserves the right to request the following documents, and shall be retained as per the POPIA Act:

i. Certified copies of **Identity Documents** for Partnerships, Sole proprietors etc.;

ii. Signed **Agreements and Powers of Attorney** for Joint Venture / Consortium/ Partnership if applicable.

iii. Complete disclosure of **Shareholding** of the tenderer.

iv. Any other relevant information to risk mitigation.

If the above documentation is not included in the tender submission, the tenderer will not be disqualified.

Utilisation thereof forms part of the ***Risk Analysis and Other Objective Criteria***.

Therefore applicable bidders will be required to provide such within 48 hours of request.

Non-submission hereof will deem your tender non-responsive at ***Risk Analysis and Other Objective Criteria***.

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

_____ _____

(Signature) (Date)

ANNEXURE G

Supporting documents to their responses to the Qualifying Criteria and Evaluation Criteria.

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

PROOF OF REGISTRATION WITH CSD

IT IS A CONDITION OF THIS TENDER THAT THE TENDERER MUST BE REGISTERED WITH CSD AND FURTHER; THE SUCCESSFUL TENDERER MUST BE IN COMPLIANT STANDING WITH CSD PRIOR TO CONDITIONAL APPOINTMENT.

The Tenderer shall attach hereto its:

i. Registration of the National Treasury Central Supplier Database (CSD).
ii. In the case of Consortium/Joint Venture Tenders, each partner shall provide their own CSD registration, including for the Consortium/Joint Venture.

Failure to submit the above will result in the **invalidation/ disqualification** of the tender submission as per stipulated criteria in the Responsiveness Evaluation.

Registration on the Central Supplier Database (CSD) site of the National Treasury is a compulsory requirement for a tenderer to conduct business with the DBSA. The onus is on each tenderer to register on the CSD site and provide proof of registration on the CSD site in the form of a report as prescribed in this returnable.

I, _____ of _____,
(Authorised Signatory)(Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

_____ _____
(Signature) (Date)

ANNEXURE J

TENDER BRIEF ATTENDANCE

A. <u>If Brief is Online:</u>

i. Access published link (Microsoft Teams).

ii. Bidder's are required to register on the link provided to gain access to the briefing session. Please ensure this is done before the day of the tender briefing.

iii. Stipulate **Company Name, Email, Contact Number and Attendee Name**. (Failure to comply may result in bidders' attendance not being recognised and subsequently disqualified from further evaluation).

B. <u>If Brief is Physical:</u>

i. Access physical location as stipulated under Volume 1, T1.1 Tender Notice and Invitation to Tender.

ii. Attendees will be required to populate and sign the **Tender Brief Attendance Register**, as proof of attendance. (*Failure to comply may result in bidders attendance not being recorded and subsequently disqualified from further evaluation*).

This is to certify that (Tenderer)…….....…….....……

was represented at the Tender Brief held as stipulated in Volume 1, T1.1.

- The original Brief Attendance Register (*if physical brief*), or the MS Teams registration proof (*if online brief)* will be utilised as formal proof of tenderers attendance.
- Tenderer is welcome to attach a photo of signed attendance register as proof, however the original attendance register will still be utilised for accuracy.

I/We hereby acknowledge that I/We have acquainted ourselves with the conditions likely to influence the work and all aspects that could influence either the cost or the construction of the services prior to determining our rates and prices.

I/We further certify that I/we are satisfied with the description of the work and explanations given at the brief and that I/We perfectly understand the work to be done, as specified and implied, in the documentation and information provided.

TENDERER'S REPRESENTATIVE(S):

Name: …….Signature …….

Capacity: ……

ANNEXURE K

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

Signatories for Companies, Close Corporations, Partnerships, Joint Ventures or Sole Proprietors must establish their authority thereto by attaching a copy of the relevant resolution of their Board of Directors, Members or Partners duly signed and dated. Examples are shown below if tenderer want to create own form.

(I) CERTIFICATE FOR COMPANY

I, ……..…… chairperson of the Board of Directors/ Company Secretary of ……..…., hereby confirm that by resolution of the Board (copy attached) taken on ……..… 20……., Mr/Ms ……, acting in the capacity of ……, was authorized to sign all documents in connection with the Tender and any contract resulting from it, on behalf of the company.

Chairman: ……., or;

Company Secretary:……

As Witness: 1. ……

2. ……....

Date: ……

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as ……
……..hereby authorise Mr/Ms…… acting in the capacity of …….. to sign all documents in connection with the Tender and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all the key members upon whom rests the directions of the affairs of the Close Corporation as a whole.

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key members in the business trading as ……
……..hereby authorise Mr/Ms…… acting in the capacity of ……..…….. to sign all documents in connection with the Tender and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
Lead partner			

Note: This certificate is to be completed and signed by all the key members upon whom rests the direction of the affairs of Partnership as a whole.

(IV) CERTIFICATE FOR SOLE PROPRIETOR

I, ……. hereby confirm that I am the sole owner of the business trading as ……...……

Signature of Sole Owner: …….

As Witnesses:

1.……

2.……

Date:……

(V) CERTIFICATE JOINT VENTURE

We, the undersigned, being the key members in the business trading as …… ……..hereby authorise Mr/Ms…… acting in the capacity of …….. to sign all documents in connection with the Tender and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature
		Name
CIDB Registration No.		Designation
Lead Partner		Signature
		Name
CIDB Registration No.		Designation
Lead Partner		Signature
		Name
CIDB Registration No.		Designation

Note: This certificate is to be completed and signed by all the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.

ANNEXURE L

JOINT VENTURE/CONSORTIUM DISCLOSURE FORM

TO BE COMPLETED ONLY IF TENDER IS SUBMITTED IN A JOINT VENTURE OR CONSORTIUM

GENERAL

i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.

ii) A copy of the joint venture agreement must be attached to this form, to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:

   a) the contributions of capital and equipment

   b) work items to be performed by the Affirmable Joint Venture Partner's own forces

   c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.

iii) Copies of all written agreements between joint venture partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.

iv) Affirmable Business Enterprise (ABE) partners must complete ABE Declaration Affidavits.

v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.

vi) Should any of the above not be complied with, the joint venture tenderer will be deemed null and void and will be considered non-responsive.

1.JOINT VENTURE PARTICULARS

a)Name……

b)Postal address……..…..

……..……

c)Physical address……..…

……..…

d)Telephone……..……

e)Fax……..……

2.IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1. (a) Name of Firm……

Postal Address……

Physical Address……

Telephone……

Fax……

Contact person for matters pertaining to Joint Venture Participation Goal requirements…….

2.2. (a) Name of Firm……

Postal Address……

Physical Address……

Telephone……

Fax……

Contact person for matters pertaining to Joint Venture Participation Goal requirements…….

(Continue as required for further non-Affirmable Joint Venture Partners)

3.IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1. (a) Name of Firm……

Postal Address……

Physical Address……

Telephone……

Fax……

Contact person for matters pertaining to Joint Venture Participation Goal requirements……..

3.2. (a) Name of Firm……

Postal Address……

Physical Address……

Telephone……

Fax……

Contact person for matters pertaining to Joint Venture Participation Goal requirements……

3.3. (a) Name of Firm……

Postal Address……

Physical Address……

Telephone……

Fax……

Contact person for matters pertaining to Joint Venture Participation Goal requirements……

(Continue as required for further Affirmable Joint Venture Partners)

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

……
……
……

5. OWNERSHIP OF THE JOINT VENTURE

a)Affirmable Joint Venture Partner ownership percentage(s) …… %

b)Non-Affirmable Joint Venture Partner ownership percentage(s)…..…… %

c)Affirmable Joint Venture Partner percentages in respect of: *

(i) Profit and loss sharing.....…….....…….....

(ii) Initial capital contribution in Rands.....…….....…….....

.....…….

.....……..

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands .....…….....……...

.....…….…

.....……

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....…….

.....……..

.....

5. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		
	AFFIRMABLE JOINT VENTURE PARTNERS	**PARTNER NAME**
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g., co-signature requirements and Rand limits).

(a) Joint Venture payment approvals

.....

.....

.....

(b) Authority to enter contracts on behalf of the Joint Venture

.....

.....

.....

(c) Signing, co-signing and/or collateralising of loans

.....

.....

.....

(d) Acquisition of lines of credit

.....

.....

.....

(e) Acquisition of performance guarantees

.....

.....

.....

(f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the "managing partner", if any,

.....

.....

.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

(c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

* Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the way the Joint Venture is structured and controlled.

.....

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records, and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature .....

Duly authorised to sign on behalf of……..……....

Name .....

Address .....

Telephone .....

Date .....

_____

Signature .....

Duly authorised to sign on behalf of……..……....

Name .....

Address .....

Telephone .....

Date .....

_____

Signature .....

Duly authorised to sign on behalf of……..……....

Name .....

Address .....

Telephone .....

Date .....

_____

Signature .....

Duly authorised to sign on behalf of……..……....

Name .....

Address .....

Telephone .....

Date .....

_____

Signature .....

Duly authorised to sign on behalf of……..……....

Name .....

Address .....

Telephone .....

Date .....

_____

Signature .....

Duly authorised to sign on behalf of……..……....

Name .....

Address .....

Telephone .....

Date .....

_____

ANNEXURE M

RECORD OF ADDENDA TO TENDER DOCUMENT

I/We confirm that the following communications amending the Tender documents, received from the Employer or his representative before the closing date of submission of this Tender offer, have been considered in this Tender offer.

ADD NO.	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

I,_____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

_____ _____

(Signature) (Date)

ANNEXURE N

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)

ANNEXURE O

SERVICE PROVIDER CODE OF CONDUCT

DBSA aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any service provider dealing with DBSA must understand and support. These are:

- The DBSA Procurement Policy – A guide for Tenderers;
- Section 217 of the Constitution of the Republic of South Africa, 1996 - the five pillars of Public Procurement and Supply Chain Management: fair, equitable, transparent, competitive, and cost effective;
- The Public Finance Management Act, Act 1 of 1999 (PFMA);
- The Broad Based Black Economic Empowerment Act, Act 53 of 2003 (B-BBEE);
- The Companies Act, Act 71 of 2008;
- The Prevention and Combating of Corrupt Activities Act, Act 12 of 2004 (PRECCA);
- The Protected Disclosures Act, Act 26 of 2000;
- The Construction Industry Development Board Act, Act 38 of 2000(CIDB Act);
- The Preferential Procurement Policy Framework Act, Act 5 of 2000; and
- The Protection of Personal Information Act 4 of 2013 ("POPIA"), regulates the processing, management, storage, and protection of personal information in order to protect an individual's right to privacy. Please refer to the DBSA website for the Privacy Statement (Contractors, Consultants and Service Providers).

The Privacy Statement sets out:
•Information which we may collect from you.
•How we collect information.
•How we may use, transfer and disclose your information.

The DBSA takes your privacy and the protection of your personal information very seriously, and we will only use your personal information in accordance with the Privacy Statement and applicable laws. We have implemented reasonable technical and operational measures to keep your personal information secure. It is important that you read the Privacy Statement carefully before submitting any personal information to the DBSA.

By submitting any personal information or documentation requested or any other information that may be requested pursuant to this RFP, you provide consent to the processing of your personal information as set out in the Privacy Statement .You also consent that any information, either written or verbal, may be made available to third parties strictly for the purpose of oversight to this tenders' appointment. Further, you declare that you have obtained all consents required by the POPIA or any other applicable laws.

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

This code of conduct has been included in this contract to formally appraise DBSA Service providers of DBSA's expectations regarding behaviour and conduct of its Service providers. The tenderer will share this code of conduct with its subcontractor(s) prior to submitting the tender and ensure adherence to it by the subcontractor(s).

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

DBSA's aim is to become a world class, profitable and sustainable organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

1. ***DBSA will not participate in corrupt practices in any form or guise. Therefore, it expects its service providers to act in the same manner.***

- DBSA and its employees will adhere the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our service providers.
- DBSA Employees must not accept or request, agree or promise to accept, money, or anything of value, or any form of gratification, either directly or indirectly, from service providers or anyone linked to them in return for a benefit or other advantage to accrue to a service provider or other linked 3rd party;
- Employees may not receive anything that is intended to:
  - In an irregular or untoward manner, influence their judgement or conduct to ensure a specific or pre-conceived desired outcome of a sourcing activity;
  - In an irregular or untoward manner, win or retain business or influence any act or decision of any person involved in sourcing decisions; or
  - Gain an improper advantage.
- There may be times when a service provider is confronted with fraudulent or corrupt behaviour of DBSA employees. We expect our Service providers to use our "Tip-offs Anonymous" Hot line to report these acts – 0800 204 933 or email dbsa@tip-offs.com.

2. ***DBSA is firmly committed to the concept of free and competitive enterprise.***

- Service providers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
- DBSA does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

3. ***DBSA's relationship with service providers requires us to clearly define requirements, to exchange information and share mutual benefits.***

- Generally, service providers have their own business standards and regulations. Although DBSA cannot control the actions of our service providers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
  - Collusion in whatever form that is intended to influence procurement decisions;

- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and
- Harassment, intimidation, or other aggressive actions towards DBSA employees.

- Service providers will be evaluated and approved before any materials, components, products, or services are purchased from them. A rigorous due diligence is conducted, and the service provider is expected to participate in an honest and straight forward manner.
- Service providers must record and report facts accurately, honestly, and objectively. Financial records must be accurate in all material respects.

4. Conflicts of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of DBSA.

- Doing business with family members or close associates.
- Having a financial or beneficial interest in another company in our industry or environment

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then DBSA reserves its right to review doing business with these service providers.

I,_____of _____,
(Authorised Signatory)(Company Name)

hereby acknowledge having read, understood, and agree to the terms and conditions set out in the "DBSA Service Provider Code of Conduct."

_____ _____
(Signature) (Date)

ANNEXURE P

RFP DECLARATION FORM

We do hereby certify that:

1. DBSA has supplied and we have received appropriate responses to any/all questions (as applicable) which were submitted by ourselves for bid clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal (RFP);
3. at no stage have we received additional information relating to the subject matter of this RFP from DBSA sources, other than information formally received from the designated DBSA contact(s) as nominated in the RFP documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by DBSA in issuing this RFP and the requirements requested from bidders in responding to this RFP have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the DBSA as indicated below: *[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/ PARTNER/SHAREHOLDER:

_____
_____
_____

ADDRESS:

_____
_____
_____

Indicate nature of relationship with DBSA:

_____
_____
_____
_____

[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with DBSA]

We declare, to the extent that we are aware or become aware of any relationship between ourselves and DBSA (other than any existing and appropriate business relationship with DBSA) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify DBSA immediately in writing of such circumstances.

I, _____ of _____,

(Authorised Signatory)(Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

_____ _____

(Signature) (Date)

ANNXURE Q

ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise: ……..……

Section 2: VAT registration number, if any: ……..……

Section 3: CIDB registration number, if any: ……..……

Section 4: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners.

Section 5: Particulars of companies and close corporations

Company registration number ……..…… Close corporation number ……..…… reference number ……..……....

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- □ a member of any municipal council
- □ a member of any provincial legislature
- □ a member of the National Assembly or the National Council of Province
- □ a member of the board of directors of any municipal entity
- □ an official of any municipality or municipal entity
- □ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- □ a member of an accounting authority of any national or provincial public entity
- □ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder, or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary.

Section 7: Record of spouses, children, and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

Name of spouse, child, or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director, or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004;

iii) confirms that no partner, member, director, or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked, or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

I, _____ of _____,

(Authorised Signatory)(Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

_____ _____

(Signature) (Date)

ANNEXURE R

CERTIFICATE OF ACQUINTANCE WITH TENDER DOCUMENT

1. I/we do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by DBSA for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.
2. I/we furthermore agree that DBSA shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether affiliated with the Tenderer, who:
    a) has been requested to submit a Tender in response to this Tender invitation;
    b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities, or experience; and
    c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer.
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:
    a) prices;
    b) geographical area where Services will be rendered [market allocation]
    c) methods, factors, or formulas used to calculate prices;
    d) the intention or decision to submit or not to submit, a Tender;
    e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
    f) tendering with the intention not winning the Tender.

7. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.

8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, Tenders 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 South African Police Services, or National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I, _____ of _____,

(Authorised Signatory)(Company Name)

hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable

_____ _____

(Signature) (Date)

ANNEXURE S

WORKMEN'S COMPENSATION REGISTRATION (COIDA)

IT IS A CONDITION OF THIS TENDER THAT THE SUCCESSFUL TENDERER MUST HAVE A VALID AND COMPLIANT COIDA PRIOR TO CONDITIONAL APPOINTMENT.

Attach hereto copy of:

i. Proof of **Workmen's Compensation Registration;**

ii. Note that proof of **payment of contributions in terms of the Compensation of Occupational Injuries and Diseases Act, No. 130 of 1993)** is not an acceptable form of proof for COIDA registration.

If the above documentation is not included in the tender submission, the tenderer will not be disqualified.

Utilisation thereof forms part of the Risk Analysis and Other Objective Criteria (if applicable).

Therefore applicable bidders will be required to provide such within 48 hours of request.

Non-submission hereof will deem your tender non-responsive at ***Risk Analysis and Other Objective Criteria***

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

_____ _____

(Signature) (Date)

ANNEXURE T

UNEMPLOYMENT INSURANCE FUND (UIF)-REGISTRATION CERTIFICATE (ACT 4 OF 2004)

IT IS A CONDITION OF THIS TENDER THAT THE SUCCESSFUL TENDERER MUST HAVE A VALID UIF REGISTRATION CERTIFICATE PRIOR TO CONDITIONAL APPOINTMENT.

Attach hereto copy of:

i. Proof of Tenderer's **Unemployment Insurance Fund (UIF) Registration Certificate;** or

If the above documentation is not included in the tender submission, the tenderer will not be disqualified.

Utilisation thereof forms part of the Risk Analysis and Other Objective Criteria (if applicable).

Therefore applicable bidders will be required to provide such within 48 hours of request.

Non-submission hereof will deem your tender non-responsive at ***Risk Analysis and Other Objective Criteria***

I, _____ of _____,

(Authorised Signatory)(Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

_____ _____

(Signature) (Date)

ANNEXURE U

FINANCIAL STANDING/BANK RATING

Two (2) Full Years Audited Financial Statements or Two (2) Full Years Financial Statements signed off by an Accountant, will be evaluated on, but not limited to the following ratios: Current Ratio, Return on Assets, Current Ratio, Accounts Receivable, Operating Cash Flow, Liquidity.

Such Financial Statements must be from the most recent period and provide a full three (3) year view of operations.

Management Reports are not accepted, nor partial Financial Statements.

The Tenderer shall make enquiries to obtain a Bank Rating from their bank if asked upon either in the tender criteria, or in addition as part of the Risk Analysis. The Tenderer is to provide the following details of his banker and bank account that he intends to use for the project:

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the Tender submitted by the Tenderer.

- Additionally, refer to Volume 1, Tender Data, and Clause C3.11.3 for functional evaluation criteria if applicable.

I, _____ of _____,

(Authorised Signatory)(Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

_____ _____

(Signature) (Date)