

## REQUEST FOR PROPOSALS

<b>YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED</b>	
<b>BID NUMBER:</b>	<b>RFP229/2022</b>
<b>NON-COMPULSORY BRIEFING SESSION DETAILS:</b>	<p>The briefing will be held online via Microsoft teams. Bidders are advised to use the link below to join the briefing session. Link: <a href="#">Click here to join the meeting</a>  on 12 September 2022 @10h00 am</p>
<b>CLOSING DATE:</b>	<b>23 September 2022</b>
<b>CLOSING TIME:</b>	23H55
<b>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</b>	120 days
<b>DESCRIPTION OF BID:</b>	<b>Appointment of a service provider to provide Business Process Mapping services to the IPP Office.</b>
<b>BID DOCUMENTS DELIVERY ADDRESS:</b>	<p><b>1. ELECTRONIC SUBMISSIONS</b></p> <p><b><u>INSTRUCTIONS:</u></b></p> <ul style="list-style-type: none"> <li>➤ Bidders are required to issue Tender Submission Link requests and all other enquiries to <a href="mailto:VictorSCM@dbsa.org">VictorSCM@dbsa.org</a> <b>ONLY</b>.</li> <li>➤ <b>No</b> – Tender Submission Link requests will be accepted after <b>16h00 on the on the 20<sup>th</sup> of September 2022</b>. Any requests after the stipulated date and time will be disregarded.</li> <li>➤ Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.</li> </ul> <p><b>NB: Electronic submission is encouraged for all bidder's interest in this tender bid</b></p> <p><b>Closing date 23 September 2022 before 23H55 all bids must be in on the 23<sup>rd</sup> of September 2022</b></p>
<b>NAME OF BIDDER:</b>	

<b>CONTACT PERSON:</b>	
<b>EMAIL ADDRESS:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>FAX NUMBER:</b>	
<b>BIDDER'S STAMP OR SIGNATURE</b>	



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

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

## Table of Contents

<b>PART A .....</b>	<b>4</b>
<b>PART B .....</b>	<b>8</b>
<b>PART C .....</b>	<b>9</b>
<b>PART D .....</b>	<b>11</b>
<b>PART E .....</b>	<b>37</b>
<b>INTRODUCTION .....</b>	<b>38</b>
<b>BACKGROUND .....</b>	<b>38</b>
<b>SCOPE OF WORK SUMMARY .....</b>	<b>39</b>
<b>SCOPE OF WORK .....</b>	<b>40</b>
<b>GOVERNANCE ARRANGEMENTS .....</b>	<b>50</b>
<b>TECHNICAL PROPOSAL &amp; EVALUATION .....</b>	<b>50</b>
<b>PRICING AND BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE) .....</b>	<b>52</b>
<b>DELIVERABLE ACCEPTANCE CRITERIA.....</b>	<b>53</b>
<b>Annexure A .....</b>	<b>54</b>
<b>Fees and Assumptions.....</b>	<b>54</b>
<b>Annexure B .....</b>	<b>56</b>
<b>Annexure C.....</b>	<b>60</b>
<b>Annexure D .....</b>	<b>65</b>
<b>Annexure E.....</b>	<b>67</b>
<b>Annexure F.....</b>	<b>71</b>
<b>Annexure G .....</b>	<b>72</b>
<b>Annexure H .....</b>	<b>73</b>
<b>Annexure I .....</b>	<b>74</b>
<b>Annexure J .....</b>	<b>75</b>
<b>Annexure K .....</b>	<b>76</b>

## PART A INVITATION TO BID

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

**BID NUMBER:** RFP229/2022

**DESCRIPTION:** Appointment of a service provider to provide Business Process Mapping services to the IPP Office.

**NON-COMPULSORY BRIEFING:** The briefing will be held online via Microsoft teams. Bidders are advised to use the link below to join the briefing session.

Link: [Click here to join the meeting](#)

**on 12 September 2022 @10h00 am**

**LINK REQUESTS:** No – Tender Submission Link requests will be accepted after **16h00 on the 20<sup>th</sup> of September 2022**. Any requests after the stipulated date and time will be disregarded.

**CLOSING DATE:** 23 September 2022

**CLOSING TIME:** 23H55

---

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

---

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

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

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

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

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

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

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>								
<p>1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY (ONE DRIVE LINK) BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>								
<b>2. TAX COMPLIANCE REQUIREMENTS</b>								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO         </td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO         </td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO         </td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO         </td> </tr> </table> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

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

## PART C

### CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

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

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

**YES      NO**

☐☐

One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation Folder 2 - Price / Financial Proposal –  
**Electronic submission**

☐☐

**Part A:** Invitation to Bid

☐☐

**Part B:** Terms and Conditions of Bidding

☐☐

**Part C:** Checklist of Compulsory Returnable Schedules and Documents

☐☐

**Part D:** Conditions of Tendering and Undertakings by Bidders

☐☐

**Part E: Specifications/Terms of Reference and Project Brief**

☐☐

**Annexure A:** Price Proposal Requirement

☐☐

**Annexure B:** SBD4 Declaration of Interest

☐☐

**Annexure C:** SBD6.1 and B-BBEE status level certificate

☐☐

**Annexure D:** SBD8: Declaration of Bidder's Past Supply Chain Practices

☐☐

**Annexure E:** SBD9: Certificate of Independent Bid Determination

☐☐

**Annexure F:** Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation



- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure G:</b> Certified copies of latest share certificates, in case of a company.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure H: (if applicable):</b> A breakdown of how fees and work will be spread between members of the bidding consortium. |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure I</b> Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.             |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure J:</b> General Condition of Contract   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure K:</b> CSD Tax Compliance Status and Registration Requirements Report  |

## PART D

### CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

#### 1. DEFINITIONS

In this Request for Proposals, unless a contrary intention is apparent:

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2017.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause 4 (Bid Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 27 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- 1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.

- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.
- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2017 published in terms of the PPPFA.
- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause 27.3 of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause 27.2 of this Part C, as prescribed by the PPPFA.
- 1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.21 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22 **SARS** means the South African Revenue Service.
- 1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 **SLA** means service level agreement.
- 1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 **State** means the Republic of South Africa.
- 1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.30 **Website** means a website administered by DBSA under its name with web address [www.dbsa.org](http://www.dbsa.org)

## **2. INTERPRETATIONS**

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

- 2.1 "includes" or "including" means includes or including without limitation; and
- 2.2 "R" or "Rand" is a reference to the lawful currency of the Republic of South Africa.

## **3. TENDER TECHNICAL AND GENERAL QUERIES**

Queries pertaining to this tender must be directed to: -

DBSA Supply Chain Management Unit

Email: [VictorSCM@dbsa.org](mailto:VictorSCM@dbsa.org)

No questions will be answered telephonically.

#### 4. BID TIMETABLE

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

Activity	Date
Advertisement of tender	25 / 08 / 2022
RFP document available	25 / 08 / 2022
Closing date for tender enquiries	20 / 09 / 2022
Link requests	20 / 09 / 2022 by 16h00
Closing date and time	23 / 09 / 2022 at 23h55
Briefing Session	12 / 09 / 2022 at 10h00
Intended completion of evaluation of tenders	TBA
Intended formal notification of successful Bidder(s)	TBA
Signing of Service Level Agreement	TBA
Effective date	TBA

#### 5. SUBMISSION OF TENDERS

##### **Instructions:**

- Bidders are required to issue Tender Submission Link requests and all other enquiries to [VictorSCM@dbsa.org](mailto:VictorSCM@dbsa.org) **ONLY**;
- **No** – Tender Submission Link requests will be accepted after **16h00 on the 20<sup>th</sup> of September 2022**. Any requests after the stipulated date and time will be disregarded.
- Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.

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

## **6. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS**

- 6.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.
- 6.2 All persons (whether or not a participant in this 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.
- 6.3 All Bidders are deemed to accept the rules contained in this RFP Part C.
- 6.4 The rules contained in this RFP Part C apply to:
  - 6.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
  - 6.4.2 the Tendering Process; and
  - 6.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

## **7. STATUS OF REQUEST FOR PROPOSAL**

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

## **8. ACCURACY OF REQUEST FOR PROPOSAL**

- 8.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the 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.
- 8.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy,

ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).

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

## **9. ADDITIONS AND AMENDMENTS TO THE RFP**

- 9.1 The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- 9.2 If the DBSA exercises its right to change information in terms of clause 9.1, it may seek amended Tenders from all Bidders.

## **10. REPRESENTATIONS**

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

## **11. CONFIDENTIALITY**

- 11.1 All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this RFP or the 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.

## **12. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION**

- 12.1 All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.
- 12.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to [VictorSCM@dbsa.org](mailto:VictorSCM@dbsa.org)
- 12.3 Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).
- 12.4 The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.

- 12.5 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.
- 12.6 In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).
- 12.7 A Bidder may, by notifying the Tender Officer in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

### **13. UNAUTHORISED COMMUNICATIONS**

- 13.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Officer. Nothing in this clause 13 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.
- 13.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

### **14. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION**

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

### **15. ANTI-COMPETITIVE CONDUCT**

- 15.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
- 15.1.1 the preparation or lodgement of their Bid
  - 15.1.2 the evaluation and clarification of their Bid; and
  - 15.1.3 the conduct of negotiations with the DBSA.

- 15.2 For the purposes of this clause 15, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.
- 15.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

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

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

## **17. CONFLICT OF INTEREST**

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



## **18. LATE BIDS**

- 18.1 Bids must be delivered by the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.
- 18.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the 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.
- 18.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 18.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

## **19. BIDDER'S RESPONSIBILITIES**

- 19.1 Bidders are responsible for:
- 19.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;
  - 19.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;
  - 19.1.3 ensuring that their Bids are accurate and complete;
  - 19.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
  - 19.1.5 ensuring that they comply with all applicable laws in regards 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
  - 19.1.6 submitting all Compulsory Documents.

- 19.2 Bidders with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.
- 19.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.
- 19.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.
- 19.5 Failure to provide the required information may result in disqualification of the Bidder.

## **20. PREPARATION OF BIDS**

- 20.1 Bidders must ensure that:
- 20.1.1 their Bid is submitted in the required format as stipulated in this RFP; and
  - 20.1.2 all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.
- 20.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.
- 20.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 20.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid, or be included in a general statement of the Bidders usual operating conditions.
- 20.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

## **21. ILLEGIBLE CONTENT, ALTERATION AND ERASURES**

- 21.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 21.2 The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.

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

## **22. OBLIGATION TO NOTIFY ERRORS**

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

## **23. RESPONSIBILITY FOR BIDDING COSTS**

- 23.1 The Bidders participation or involvement in any stage of the 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.
- 23.2 The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:
- 23.2.1 the Bidder is not engaged to perform under any contract; or
  - 23.2.2 the DBSA exercises any right under this RFP or at law.

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

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

## 25. USE OF BIDS

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

## 26. BID ACCEPTANCE

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

## 27. EVALUATION PROCESS

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

### 27.1.1 First Stage – Test for administrative Responsiveness

The test for administrative responsiveness will include the following:

#### Stage 1: Responsiveness

The Tenderer should be able to provide all the relevant information required in the Supplier Information Form (SIF) which will include but not limited to;

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

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Adherence to submitting Tender as a two-folder tender Folder 1 Functionality and returnable submission Folder 2 Pricing proposal submission	Pre-Qualifier	Y
2	Attendance Register of the Non-Compulsory Briefing Session attended by the Tenderer.	Pre-Qualifier	Y
3	In terms of the DBSA Transformation Imperative Targets, the DBSA will consider companies that are EME's and QSE's with a minimum B-BBEE status of	Pre-Qualifier	Y

	Level 2 who will contribute to meaningful B-BBEE initiatives as part of the tender process.		
--	---	--	--

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

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
1	Standard conditions of tender as required.	48 hours	Y
2	Returnable documents completed and signed.	48 hours	Y
3	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: N.B - Bidder must be fully registered & tax compliant in order to do business with the DBSA.	72 Hours	Y
4	A valid and active Tax Compliance Status Pin issued by SARS.	48 hours	Y

**NOTE:** Sub-Contracting will not be considered.

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

#### 27.1.2 Second Stage – Functional criteria

The Functional Criteria that will be used to test the capability of Bidders are as follows: 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.

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

Bidders will be assessed on the functional criteria set out in this RFP. Only those Bidders which pass the minimum threshold of **70 points** criteria will proceed to the next stage.

#### 27.1.3 Third Stage – price and preferential points

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

27.1.3.2 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, in line with the PPPFA Regulations.

27.2 **NB: Bidders are required to submit, as Annexure J to their Bids, any documentation which supports the responses provided in respect of the Eligibility Criteria below.**

27.3 **Qualification: Pre-Qualifying Criteria**

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

**Note: A tender that fails to meet any Pre-Qualifying Criteria stipulated herein in the tender documents is an unacceptable tender. Please refer to the table above**

27.4 **Second Stage: Functional Evaluation Criteria**

**Please refer to 1.2 Evaluation Criteria**

27.1 Bidders that passes functional criteria will qualify the Bid to move on to the second stage of evaluation, which is price and preferential point's evaluation. Bidders that do not pass the functional criteria will not be evaluated during the third stage of the evaluation.

27.2 **Third Stage: Price and Preferential Points Assessment**

27.2.1 the second stage of evaluation of the Bids will be in respect of price and preferential procurement only. Points will be allocated to Bidders at this stage of the evaluation in accordance with the PPPFA and the PPPFA Regulations, as follows:

Price points 80

Preferential procurement points 20

27.2.2 **Price points**

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

$$P_s = 80(1-(P_t-P_{min})/P_{min})$$

Where:

$P_s$  = Points scored for comparative price of tender or offer under consideration;

$P_t$  = Comparative price of tender or offer under consideration; and

$P_{min}$  = Comparative price of lowest acceptable tender or offer.

### 27.2.3 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.

### 27.2.4 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 preferential procurement (out of 20).

The successful Bidder will be the Bidder which has the highest total points (out of 100) for both price and preferential procurement (unless there is a basis for selecting a different successful Bidder in accordance with section 2(1)(f) of the PPPFA).

## 28. STATUS OF BID

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

## **29. CLARIFICATION OF BIDS**

- 29.1 The DBSA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought or discussions are had in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.
- 29.2 The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that the DBSA considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

## **30. DISCUSSION WITH BIDDERS**

- 30.1 The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.
- 30.2 As part of the evaluation of this Bid, DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.
- 30.3 The DBSA is under no obligation to undertake discussions with, and Bidders.
- 30.4 In addition to presentations and discussions, the DBSA may request some or all Bidders to:
- 30.4.1 conduct a site visit, if applicable;
  - 30.4.2 provide references or additional information; and/or



30.4.3 make themselves available for panel interviews.

### **31. SUCCESSFUL BIDS**

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

### **32. NO OBLIGATION TO ENTER INTO CONTRACT**

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

### **33. BIDDER WARRANTIES**

- 33.1 By submitting a Bid, a Bidder warrants that:
  - 33.1.1 it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;
  - 33.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
  - 33.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
  - 33.1.4 it accepts and will comply with the terms set out in this RFP; and

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

#### **34. DBSA'S RIGHTS**

- 34.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:
- 34.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
  - 34.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
  - 34.1.3 vary or extend any time or date specified in this RFP
  - 34.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
  - 34.1.5 require additional information or clarification from any Bidder or any other person;
  - 34.1.6 provide additional information or clarification;
  - 34.1.7 negotiate with any one or more Bidder;
  - 34.1.8 call for new Bid;
  - 34.1.9 reject any Bid received after the Closing Time; or
  - 34.1.10 reject any Bid that does not comply with the requirements of this RFP.

#### **35. GOVERNING LAWS**

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

#### **36. MANDATORY QUESTIONS**

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

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

## 36.1.1

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

## 36.1.2

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

## 36.1.3

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

## 36.1.4

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

## 36.1.5

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

## 36.1.6

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

## 36.1.7

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

## 36.1.8

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

## 36.1.9

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

## 36.1.10

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

## 36.1.11

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

## 36.1.12

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

## 36.1.13

<p>The Bidder should not qualify the proposal with own conditions.</p> <p><b>Caution:</b> 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.</p>	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

## 36.1.14

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

## 36.1.15

Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. The DBSA shall be entitled within 14 (fourteen) days of such	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

<p>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.</p> <p>Such cancellation shall mean that the DBSA reserves the right to award the same proposal to next best Bidders as it deems fit.</p>		
--	--	--

36.1.16

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

36.1.17

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

36.1.18

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

## 36.1.19

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

## 36.1.20

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

## 36.1.21

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

## 36.1.22

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

## 36.1.23

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

## 36.1.24

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

## 36.1.25

<p>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.</p>	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>



## 36.1.26

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

## 36.1.27

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

## 36.1.28

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

## 36.1.29

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

<b>The following will be grounds for disqualification:</b>	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>
<ul style="list-style-type: none"> <li>• Unsatisfactory performance under a previous public contract in the past 5 years, provided that notice of such unsatisfactory performance has been given to the bidder; and/or</li> <li>• The bidder or any of its directors have committed a corrupt or fraudulent act in competing for the appointment; and/or</li> <li>• The bidder or any of its directors have been convicted of fraud or corruption in the last 5 years; and/or</li> <li>• The bidder or any of its directors have been listed in the Register for Tender Defaulters under section 9 of the Prevention and Combating of Corrupt Activities Act; and/or</li> <li>• Bids received after the stipulated closure time will be immediately disqualified; and/or</li> <li>• Bidders whom have recently completed or currently performing, or to commence work on specific categories of services may be excluded to enable the Bank manage its concentration risk. This threshold is currently set at R10 million for consultancy services.</li> </ul>		

---

 Signature(s) of Bidder or assignee(s)

---

 Date

---

 Name of signing person (in block letters)

---

 Capacity

---

 Are you duly authorized to sign this Bid?

---

 Name of Bidder (in block letters)

---

Postal address (in block letters)

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

.....

.....

.....

.....

.....

Telephone Number:.....FAX number.....

Cell Number: .....

Email Address.....

**PART E**

**TERMS OF REFERENCE & PROJECT BRIEF**

## INTRODUCTION

The Department of Mineral Resources and Energy (DMRE), National Treasury (NT) and the Development Bank of Southern Africa (DBSA) established the IPP Office (IPPO) for the specific purpose of delivering on the Independent Power Producers Procurement Programme (IPPPP) and related interventions and mandates of the DMRE.

As part of the DBSA's ongoing support to the DMRE in terms of the Memorandum of Agreement (MoA), the DBSA is requested to assist the IPPO with requesting proposals for the services of a suitable service provider to assist with their Business Process Mapping.

## BACKGROUND

The 1998 White Paper on the Energy Policy of South Africa commits government to implement various electricity market reforms, including encouraging private sector participation in the industry, competition and the restructuring of Eskom as well as permitting open, non-discriminatory access to the transmission system.

During 2010, the Government of the Republic of South Africa established an Inter-Ministerial Committee (IMC) supported by an Inter-Departmental Task Team on Energy (IDTTE) to, among others, investigate and recommend solutions to blockages preventing private sector investment in the electricity generation market. The recommendations gave rise to an initial MoA entered between the DMRE, NT and DBSA in 2010 establishing the IPP Office for the specific purpose of delivering on the Independent Power Producers Procurement Programme (IPPPP) objectives.

The programme's primary mandate is to secure electrical energy from the private sector for renewable and non-renewable energy sources.

The IPPO provides the following services to the DMRE:

- Energy Procurement management services, which involves the conceptualisation, design and implementation of large volume procurement, bid processing, bid evaluation and bid management activities up to financial close of Independent Power Producer projects;
- Monitoring, evaluation and contract management of projects that have reached financial close, with contract periods up to 30 years (currently around 94 projects, which is likely to increase significantly over the next 2 to 3 years); and
- Professional advisory services.

The IPP Office provides a flexible procurement service to the Department for a responsive and effective reply to the urgent power infrastructure development needs of the country, therefore its activities will continue to evolve in order to effectively respond to the planning and development needs in the current energy context.

The IPP Office is not a juristic entity, and has functioned as an ad-hoc project office, hosted by the DBSA. It employs around 55 staff, and operates from its own stand-alone office premises based in Centurion.

Although initiatives have been underway to institutionalise the IPP Office, this has not yet materialised. In preparation for institutionalisation, however, the IPP Office has started to address its governance and operating platforms through various initiatives. Amongst others, the IPP Office has identified an urgent requirement for assistance with business process mapping, planning and capacity building.

In this process, the IPP Office is attempting to address a number of challenges:

- The IPPO is embarking on a modernisation journey and setting up business process management capability to enable it to swiftly move from a state where processes were largely manual, not formally documented and not standardised throughout its operations, to a point or state where there is a common process repository and standardised process mapping methodology;
- In addition to this the IPPO is considering utilising various architecture modelling methods available to enhance the integration between data, process and technology. This move therefore demands that the IPPO has a solid repository management, business architecture and business analysis competency that will ensure the integrity and accuracy of this repository.

While these are important skills and competencies' in any organisation, the IPPO remains a small to medium sized operation and thus does not currently have the internal capacity required to develop the Business Process Map (BPM). Therefore the services are required of an experienced Service Provider to assist the IPPO in address the Enterprise Architecture (EA) and Business Process Management (BPM) requirements of the organisation, by developing the BPM, as well as providing the IPPO with the relevant technology and training to maintain the BPM into the future.

It is therefore envisaged that this programme will in the long term improve the IPPO's core and support operations through the transformation of all key business processes, technology and skills.

## SCOPE OF WORK SUMMARY

In line with the IPPO's strategic business objectives, the IPPO ICT Unit has been tasked to optimise and document the business operations/processes and systems environment. Therefore this project seeks to increase operational efficiencies whilst ensuring suitability of the business process model within the South African public enterprise context.

In order to achieve the above, it is expected that the Service Provider will provide the IPPO with an appropriate methodology, together with relevant experience in EA and BPM, to facilitate, assist and guide IPPO in the implementation of EA and BPM as a philosophy and the successful adoption of a process culture.

To ensure that the Service Provider is able to provide the requisite business knowledge, and services it is envisaged that the following key attributes are demonstrated through the tender response:

- The Service Provider must have demonstrable expert knowledge of Enterprise Architecture as well as Business Process Management in the South African public enterprise context.
- The Service Provider must have a demonstrable methodology and approach to the implementation of EA and BPM as a process culture within an organisation.
- Some of the deliverables expected as part of this tender are mentioned below, however, the list is not exhaustive:
  - Process Maturity Assessment and corresponding roadmap to improve the current status.
  - BPM awareness and training using the train the trainer approach, training a maximum of 5 IPPO resources.
  - Provide the IPPO ICT team with an appropriate EA/BPM tool and licensing for 2 years for at least 5 resources.
  - Definition of and generation of an Agile System Development Life Cycle (SDLC) systems development methodology using the proposed BPM tool.
  - Enterprise architecture definition in the proposed BPM tool.

- Implementation of Continuous Process Improvement processes in all IPPO business units.
- Assistance in verifying and modelling the current and required IPPO business processes, based on a recently completed functional analysis exercise conducted in-house.
- Definition of Process Governance processes.
- Definition of processes and Standard Operating Procedures (SOPs) for the publication of process repository content to the intranet/file server using BPM tool.

Besides extensive knowledge of a BPM tool it is essential that the Service Provider also demonstrate the following capability:

- Advanced knowledge of BPM tool proposed.
- Ability to use the BPM tool in the continuous improvement of business processes.
- Experience in the implementation of an Enterprise Architecture (EA) using the proposed BPM tool:
  - Technology Architecture
  - Information Architecture
  - Business & Process Architecture
- Ability to transfer knowledge to the IPPO team to maintain the BPM tool.

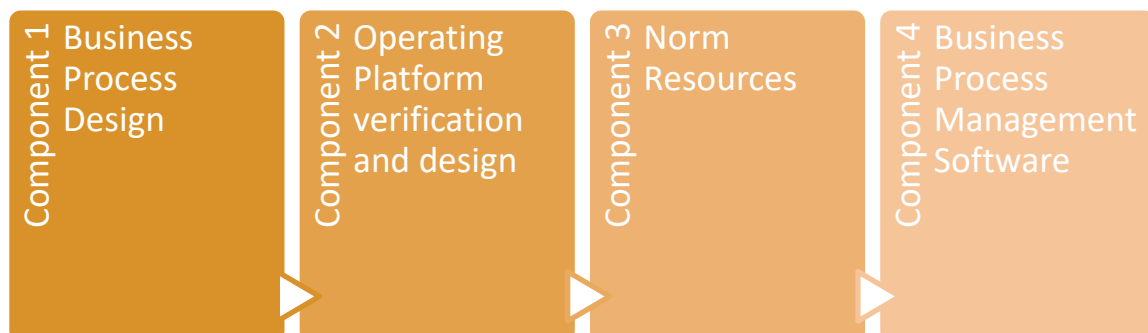
The project results targeted within the scope of the project are as follows:

1. Analysing business processes and creating process maps to ensure compliance with laws and regulations, thus, increasing efficiency, decreasing bureaucracy and maintaining performance focus.
2. Ensuring the automation of the processes in electronic environment and integrating the processes with the existing operational systems, increasing the traceability of the works and processes.
3. Improving the institutional performance by identifying targeted improvements to the IPPO operating platform in line with the vision and targeted strategies of the IPPO, and defining the required competencies.

## SCOPE OF WORK

To ensure that the Service Provider is able to provide the requisite business and process development knowledge, and services it is envisaged that the following key attributes should be demonstrated through the response to this RFP:

In line with the objectives of the project, the Service Provider is expected to undertake the activities in four main components:



### Component 1, Business Process Design:

The Service Provider shall **analyse** the existing business processes of IPPO and **optimise** and revise business processes in line with current and future needs, technological developments and strategies.

## **Component 2, Operating Platform verification and design:**

The Service Provider shall provide consultancy services to verify and design targeted improvements to the IPPO Operating Platform to ensure the optimisation of business processes, and determine the skills, competencies and job roles to give effect to this.

## **Component 3, Norm Resources:**

The Service Provider shall determine the norm resources required by the current and new processes.

## **Component 4, Business Process Management Software:**

The Service Provider shall develop an information system that is user-friendly and able to integrate with existing systems to monitor and improve the business processes of the IPPO.

## **COMPONENT 1- BUSINESS PROCESSES DESIGN**

### **Activity 1.1 - Analysis**

The Service Provider shall hold meetings with all operational units and departments to collect information on existing processes and document process requirements. The outcomes of an internal functional analysis conducted during 2021 will form the basis for these consultations in order to verify identified processes across the business. The Service Provider shall also review examples of successful implementations in similar organisations and shall complete a relevant literature review to understand the best practice requirements for process optimisation and organisational design.

The outcomes shall be presented to IPPO EXCO as a report and presentation. The main purpose of this activity is to analyse existing processes and workflows, and design and model the optimal system workflows and processes to ensure a correct and efficient flow in terms of being performance-based and customer-driven institution.

The activities listed below shall be carried out to analyse existing business processes and best practices:

- Establishing Process Inventory
  - Establishing the existing process models (Level 3<sup>1</sup>) and development of the process inventory.
  - Document and analyse the process models (Level 1, Level 2, Level 3 and Level 4) of existing business units.
- Activity Based Analysis
  - Documentation of activity level (Level 4 and Level 5) processes in flow chart drawings.
  - Identifying the points that can be digitised in the future process design.
  - Preparation of IT process flows within the framework of the existing processes.
- Determination of Improvement Areas
  - Identifying bottlenecks and determining improvement areas according to best practices and pain points.
  - Comparative analysis of existing processes according to ISO standards.
  - Executing interviews with stakeholders and the employees to gather information on pain points.
  - Conducting validation meetings with process owners as and when needed.

---

<sup>1</sup> Level 1: High-level processes of strategic importance with direct impact on business results. Level 2: Processes that form the main processes and interact with each other, supporting the main process. Level 3: Activities that make up processes and concern two or more functions. Level 4: Activities performed by one or more people in the same function and forming sub-processes. Level 5: Atomic activities performed by several people.



## Activity 1.2 - Design

During the Design Phase the process models shall be reviewed and mapped according the target operating model and processes. In this context, the activities listed below shall be carried out by the Service Provider:

- **High Level Redesign**
  - Defining design principles for the target operating model.
  - Redesigning the process model (Level 1, Level 2 and Level 3) of the target operating model.
  - Grouping of processes to be studied by parallel teams on process design. Since this project will be the basis of many other projects, it is crucial to implement it as quickly as possible. To this end, it is expected to work with a reasonable number of parallel teams (3 or 4 at the same time) to shorten the duration of this work.
  - Determining the processes that can be digitised and how to provide the digitisation and revealing the technological needs.
- **Process Optimization**
  - Based on the analysis, optimising the activity-based processes (Level 4 and Level 5) in line with the improvement areas on legislation, technology, existing needs, target group and employee experiences. Optimised processes shall be depicted in the form of flow chart drawings, clearly indicating the following:
    - whether the activity is automated and/or digitalised or manual
    - which systems, databases, tools etc. are used for executing the task
    - legal reference of the activity (number and name of law or secondary legislation)
    - data and document requirements for the activity
    - outputs of the activity
    - organisational mapping of the activity
    - Determination of workflows and performance indicators of Level 3 processes
  - Dissemination of all design documents on the BPM Tool
- **Optimisation and Documentation of IT Processes**
  - Modelling of target processes in line with ISO 20000 Information Technology Service Management Standard specific for IPPO. The processes to be established are as follows;
    - Planning the new or changing services
    - Service Level Management
    - Capacity Management
    - Information Security Management
    - Service Continuity and Availability Management
    - Service Budgeting and Accounting
    - Configuration Management
    - Change Management
    - Version and Dissemination Management
    - Event and Service Request Management
    - Problem Management
    - Business Relationship Management
    - Supplier Management
  - Establishment of performance indicators for each Level 3 process
  - Establishment of authorization and approval matrices and procedures
  - Defining system requirements
  - Establishment of a management model to ensure the up-to-date processes

## Activity 1.3 - Road Map for Process Implementation

After the analysis, the Service Provider shall provide the IPPO with the required system/application/software (solution) to manage the BMP. The solution shall include the following items:

- System Architecture
- System Access
- System Security
- Authorisation
- Integration with External Systems
- Integration with Internal Systems
- Workflow Module
- Form Management
- Identity Management
- New software, package programs, etc.
- Infrastructure requirements
- Risk management

The Service Provider shall also identify the organisational changes that may be needed to ensure the execution of the designed operations and identify other institutional capacity building elements (collaborations, new competencies, etc.) necessary to carry out the designed processes and to place them in the implementation plan.

## **COMPONENT 2- OPERATING PLATFORM VERIFICATION AND DESIGN**

Within the scope of this component, literature studies shall be conducted, and face-to-face meetings shall be executed with different units of the IPPO. The basic purpose of this activity is to analyse current and proposed organisational design, roles, tasks and responsibilities and recommend an optimised operating platform that will increase productivity and efficiency of the institution in accordance with the relevant results and expectations under Activity 1.

The Service Provider shall review the organisational design following the delivery of the target process model and the proposed organisational design shall be completed before the completion of Level 4 and Level 5 process design.

For the **optimised operating platform** the service provider needs to provide the IPPO with detailed job descriptions; roles, responsibilities, authorities, relationships, inputs, outputs, competencies-qualifications, units-subunits, and processes.

Redesigning, where required, the **operating platform** in line with the newly designed Level 3 business processes, including the proposed organisational structure;

- Defining new units (if needed)
- Defining merging / dividing units (if needed)
- Functional identification of job titles (positions)
- Developing or improving detailed job descriptions according to the designed processes including a description of the requirements (qualifications and competences required from each position)
- Establishing responsibility, reporting and authorisation matrices according to the job descriptions

## **COMPONENT 3- NORM RESOURCES**

Main purpose is to determine the right level of **resources** to perform tasks and services of the institution on time and in the expected quality in accordance with the relevant results and expectations under Activity 1.

Within the scope of this Component, literature studies shall be made, face-to-face interviews and surveys shall be conducted with different teams of IPPO, and an up-to-date training to

calculate and create **Norm Resources** shall be organised for the relevant project team of IPPO. Training participants shall be determined by IPPO and it shall be limited to a maximum of 10-15 people.

### **Activity 3.1- Determination and Development of the Approach**

- Establishment of working teams including IPPO representatives.
- Providing norm resources training to IPPO representatives within the working teams.
- Preparation of the analysis infrastructure for performing job analysis and time / effort measurements through the designed processes and the designed organisational chart (including the job titles).
- Developing a model for norm resources analysis.
- Defining the areas where activities, responsible person, duration and time deviation analysis can be integrated in the model on the basis of units and teams.
- Determining the parameters related to how much work can be done with the staff and including them in the formulation model.
- Defining executive positions and building a team structure.

### **Activity 3.2 - Measuring and Implementation**

- Collecting and entering time and effort information in a format that can be integrated into the model by making interviews with employees across all units, making measurements in possible processes, conducting observations and using expert opinion.
- Filling the model with field data and obtaining draft results.

### **Activity 3.3 - Reporting**

- Matching the optimum number of positions of each unit with the task requirements, revealing how many and which kind of skills and competences are needed in which department with which competency and preparing the Norm Resources Report.
- Service Provider will ensure that the teamwork with the relevant IPPO personnel to transfer the know-how that IPPO can carry out this work with its own team after the completion of the project.
- Provide necessary information and on the job training for re-running of the models with up-to-date data (methods, approaches, manuals, models and tools used).

## **COMPONENT 4- BUSINESS PROCESS MANAGEMENT SOFTWARE**

### **Activity 4.1- Design of Business Process Management Software**

The Service Provider shall initiate these studies following the analysis of the existing process model (definition of Level 2 and Level 3) for the target process model and shall complete it before the end of the Level 4 and Level 5 process design. In this context, the Service Provider shall provide a business process management (BPM) software and adapt it to suit IPPO's business processes.

#### **BPM-Case Management:**

The BPM solution must have case management capabilities. Case management refers to the complex processes with the capabilities of electronic workflows, human interaction, collaborations, document collection (in this sense, image and content storage) capabilities, which are dealt with by the business owner after passing through various stages by being treated as an electronic case folder in a case integrity. In the design and development environment, there must be components that correspond to the case configuration (case stages, steps, file management, etc.) and capabilities for case management.

Within the scope of the pilot implementation, the Service Provider shall work on top 30 business processes. The 30 business processes which shall be determined with IPPO

(including up to 3 different Level 1 processes, including the shortest and least complex, the longest and the most complex, and the stakeholder processes) shall be completed by the end of the 5th month.

\* Minimum requirements for the software are given as Annexure A to this terms of reference.

#### **Activity 4.2 - Training**

The Service Provider shall provide all user manuals, other relevant user documentations, and guarantee and quality certificates of the solution. The Service Provider shall organise the following user trainings for IPPO personnel for the BPM solution:

- The Service Provider shall provide BPM and Agile Project Management, product trainings, process analysis, process modelling, process improvement and Project Management Certificate program trainings requested by IPPO for the products and services included in the ToR. (max. 5 personnel)
- The Service Provider shall provide training and product workshops to the personnel to be determined by IPPO EXCO by the manufacturer of the product to be provided in the ToR. (max. 5 personnel)
- ISO 9001: 2015 Executive Information & Leadership Training (max. 10 personnel)
- ISO 9001: 2015 Project Team Information Training (max. 10 personnel)
- ISO 27001 complementary and awareness raising trainings (max. 10 personnel)
- ISO 20000 complementary and awareness raising trainings (max. 10 personnel)
- Process Management Training (max. 5 personnel)
- The Service Provider shall transfer all the software development outputs to the personnel determined by IPPO EXCO through training and transfer of information.

#### **Activity 4.3- Tests**

- Following the implementation of each process, the BPM software shall be tested, and the test results shall be documented.
- After the software has been tested, if requested by IPPO, revisions shall be made, and the system shall go live for all selected users within the scope of the ToR.

### **PROJECT APPROACH**

The project shall be completed in 3 phases in total and each phase shall be completed with the activities described in the specification.

#### **Phase 1: Inception Phase (1 month)**

The Inception Phase of the projects are comprised of the following activities:

- **Kick-off Meeting:** The Project will be started with a kick-off meeting at IPPO. The Service Provider shall be responsible for the arrangement of the kick-off meeting and will present the project work plan and approach for the delivery of the project activities.  
The minutes of the meeting shall be prepared by the Service Provider and shall be shared with IPPO for approval within 10 working days.
- **Interviews with target groups and IPPO EXCO:** In order to develop a detailed work plan, relevant target groups and IPPO EXCO shall be consulted. The Service Provider shall consult with IPPO representatives to determine the list of stakeholders to be visited during the preparation of the work plan and during the implementation.  
The focus of interviews shall be receiving critical feedback that needs to be taken into account when redesigning business processes
- **Formation of Working Groups:** The Service Provider shall provide a list of the working areas for the division of labour and task allocation (inclusion of participants from all units in the team is critical). In this context, IPPO shall form a Working

Group, which will represent the IPPO in each field of activity and actively coordinate the project with the project team.

Process modelling training needs to be provided to the Working Group and separate process training will be organised for middle and senior managers to provide management support.

- **Preparation of the Work Plan:** The Service Provider shall prepare the draft work plan and review the work plan prior to approval in accordance with the feedback from IPPO
- **Reporting:** After 4 weeks from the contract signature, the Service Provider shall present the draft Inception Report. The report shall include all the meeting notes and any amendments or changes made on the ToR. The Service Provider shall submit the Final version of the Inception Report within 2 weeks.

### **Phase 2: Technical Implementation Phase (4 months)**

It is important to note that all the activities in each project component are interrelated with each other and the Service Provider shall pursue input-output relationships between activities as required and to maintain the project within the framework of these relations.

\* Within the scope of the Component 2 and Component 3, IPPO has started doing a preliminary analysis by its own team and the Service Provider is expected to work with this team and get the available information and transfer their own experiences to the IPPO team.

### **Phase 3: Closure Phase (1 month)**

This phase shall involve the following main activities:

- Recommendations and actions to ensure sustainability and replication of project results
- Dissemination of project results among the related stakeholders
- Delivering the project archive to the IPPO
- Preparation of the Final Report one month prior to the closure and submission of draft report to ensure timely closure of project

### **Warranty period for the software (1 year)**

- The Service Provider shall be responsible for maintaining the BPM solution for 1 year. The warranty shall commence upon the acceptance of the system and all software delivered by the Service Provider within the warranty period shall have no cost to IPPO.
- Performance and operational problems resulting from analysis, design and coding errors shall be solved free of charge.
- The Service Provider shall provide free software updates of the products offered during the guarantee period.
- The Service Provider is responsible for the installation and operation of the updated versions and patch files of the products included in their offer within 15 days of the product update by the manufacturer.
- The Service Provider shall make corrective and adaptive changes in the software in order to correct the software errors and performance deficiencies detected during the warranty period.
- Problems determined by users in the software shall be compiled and forwarded to the Service Provider by IPPO.
- The Service Provider is obliged to fulfil all the maintenance and warranty issues mentioned in the relevant Annex.

### **PRICING AND SCHEDULE OF PAYMENTS**

This is a fixed price service where there is no provision of extension on the budget.

IPPO shall affect payments to the Service Provider in the amounts and pursuant to the schedule of payments as follow:

- **10%** following the approval of “Inception Report”
- **20%** following the approval of “Process Design Report” and “Organizational Design Report”
- **20%** following the approval of “Norm Resources Report”
- **30%** following the completion of work on the 30 key processes implemented in BPM software as identified
- **20%** following the approval of “Final Report”

The financial offer of the proposer shall include;

- The remuneration actually paid to the experts and support staff concerned per working day.
- Administrative costs of employing the relevant experts, such as relocation and repatriation expenses, accommodation, leave, insurances and security arrangements and other employment benefits accorded to the experts by Service Provider.
- The margin, covering the Service Provider’s overheads, profit and backstopping facilities,
- Any other expenditure which is needed to implement the contract (e.g., travel, living allowances, taxes,).
- All the costs related to the scope of the works in this Terms of Reference. These costs are in general, relevant administrative, hardware and software, transportation, logistics and repatriation expenses, communication, accommodation and subsistence expenses as well as the office equipment and office consumable materials required for the performance of the contract.
- Costs for supplies and equipment including vehicles and other means of transport, computer hardware and software, fax and internet connection, photocopy machines, office supplies and reference materials, measurement and inspection equipment, etc.

A fixed price proposal must be included for the BPM Tool including all:

- Software Provision cost (delivery, installation and configuration cost).
- Licensing for a period of 2 years for at least 5 users.

#### **FACILITIES TO BE PROVIDED BY IPPO**

The Service Provider shall ensure that its teams are adequately supported and equipped.

When required, the meetings, potential workshops and trainings will be held in IPPO premises or online on MS Teams.

The IPPO is located in Centurion and the IPPO will provide access to dedicated MS Teams account and email account for all interactions with staff and stakeholders.

All expert expenditure for travel to the IPPO shall be covered by the Service Provider.

#### **PROFESSIONAL QUALIFICATIONS OF THE SERVICE PROVIDER AND KEY EXPERTS**

The Service Provider shall have experience on providing technical assistance services on workflow and process analysis, norm resources and organisational restructuring of entities, particularly public entities similar to IPPO. The Service Provider might have experience in projects aimed at improving the business processes of organisations by using Business Process Management (BPM), having quality standard certificates such as ISO 20000, ISO 27000.

The Service Provider shall provide adequate staff in terms of expertise and time, in order to complete the tasks required and to achieve the overall and specific objectives of the Contract in terms of time, cost and quality.



The following non-inclusive list of specific expertise areas needs to be considered to complete the tasks required and to achieve the overall and specific objectives of the Contract in terms of time, cost and quality:

- Analysis and management of business processes
- IT Management
- Software Development
- System Management
- Organisational Structure Design
- Personnel and Human Resources Management
- Management Theories
- Productivity and Total Quality Management
- Change Management

In order to execute the Project properly, the Service Provider will be expected to employ the necessary support staff in order to carry out the responsibilities assigned under this contract.

All proposals are to be submitted in a format specified in this request, however, tenderers are welcome to submit additional / alternative proposals over and above the originally specified format.

## **ANNEXURE A - MINIMUM REQUIREMENTS FOR BPM SOFTWARE:**

### **1. General features of the software**

#### **1.1. System Access**

- All IPPO staff are potentially going to be the typical users of the system. Exact user types, roles, etc should be determined during the project analysis and design stage.
- The number of concurrent users that will access the system will be between 10 and 20.
- The solution shall be web-based and shall be used on the users' computers via internet browser without any installation process. If required, the software shall be accessible from outside the IPPO.
- The solution shall not only work on a specific Internet browser, but on the latest versions of all modern Internet browsers (IE Explorer, Mozilla Firefox, Safari, Opera, Chrome, etc.).
- Ideally the solution shall be able accessible via mobile devices as well. The interfaces of the applications shall be responsive and shall be displayed on all kinds of computers, smartphones and tablets. It shall support native client structure on iOS and Android mobile devices. It shall allow the use of e-signatures.

#### **1.2. System Security**

- Necessary precautions shall be taken for the security of the information and documents to be included in the planned structure. It shall be possible to protect documents with at least 128-bit encryption algorithm. It shall support SSL communication for the Web interface and all other interfaces. Within the scope of POPIA, sensitive data such as information, password etc. shall be encrypted.
- The encryption algorithm on the planned structure shall be able to be changed by the system administrator (the user who have the right to manage the system on the application).
- The planned structure shall record the operations performed by the users and the error reports occurring in the system and these reports shall be followed by authorized users.
- If a user is not working for a certain period of time, the program shall log off automatically for security reasons.
- The planned structure shall allow CAPTCHA (Image Verification) or different verification possibilities if external access is made. Thus, the robot software shall be prevented from attacking the system by trying user name and password. The system administrator shall be able to determine whether CAPTCHA or different authentication possibilities are used for internal access.

- Preferably, WAN and LAN authorizations of users shall be able to be made separately. What a user can do inside and outside IPPO shall be able to be controlled and restricted separately or together.
- Solution must integrate with LDAP / Active Directory: User authentication is done through LDAP or Active Directory servers owned by the organization.
- Dual or 2 factor authentication must be activated for all users.
- The menus in the planned solution interfaces shall be dynamic according to the user privileges, and the users should be able to see only the options for the transactions with which they have privileges.
- There should be controls in the system to protect the integrity of the database and inconsistent data entry should be prevented.

### **1.3. Delegation**

- The planned solution shall allow the system administrator to define user roles that identify and restrict menus and operations that users can access.
- The planned solution shall use a role-based mechanism for menu authorisations. A user can have more than one role. The user must have authority in the form of a combination of roles.
- Users and / or groups shall be able to be created easily from the management interface. For each user defined in the system, optional features such as institution, e-mail address, title should be defined, membership groups, administrator and other information should be changed by the administrator during usage.
- In accordance with the governance structure, the authority section shall provide the opportunity to define authority groups and to assign (see, change, delete) authority levels to these groups.
- A user shall be able to belong to more than one authority section / group.
- In the planned structure, the management module shall provide an interface for users and groups of users to specify which operations can be performed and which screens can be accessed, and to modify, delete, display, and send by e-mail.
- Groups, categories, folders must be hierarchical and able to work with authorization definitions and inheritance logic.
- Authorization shall have separate and detailed authorization definitions for each module.
- The system shall include a function / screen where the organizational structure can be defined.
- In the organizational structure, units shall be defined, and their managers shall be specified by verifying among the personnel of IPPO. It shall not allow manual entry.
- The supervisor of each user and unit shall be identified by verifying among the personnel of IPPO.
- User / title / position relationships shall be defined. The organizational structure shall be able to be entered and managed in detail.
- Users shall be prevented from accessing the storage area where the files are stored and accessing the folder and file contents. Access should only be made within the authorization of the system.
- When editing a document by one user, the same document must not be modified by another user. In other words, the system shall be configured to ensure that only one user can work on a single case.
- The power of attorney must be given within the application. When assigning a power of attorney, it should be possible to choose which roles can be left by proxy. For example, if the user is both the department manager and the system administrator, only the proxy of the department manager role of that person should be given to another person.
- In practice, one person may delegate power to another person, and the persons themselves may do so. If the person leaving the power of attorney is required to get approval for this work, the power of attorney will be executed after this approval. The attorney shall be able to see the pending duties of the person to whom he or she is acting and may perform transactions instead. The power of attorney will be able to determine the date and time of the power of attorney.
- The software shall allow authorized persons to list the users who have given power of attorney and the reason why they have given power of attorney.
- The user shall be able to see the documents he / she has acted by proxy when the proxy has ended.

### **1.4. Log Records**



- Log information shall be kept in a way that no user can change or delete it from within the application.
- Log information shall be viewable by authorized users.
- Activities performed within the system (adding, changing, deleting, moving records, etc.) and date, time, user and internal and external access IP information shall be kept.
- Logs shall be monitored instantly.
- Logs shall be filtered and reported according to the user, unit, transaction and date range.

## **GOVERNANCE ARRANGEMENTS**

- The Development Bank of Southern Africa (DBSA) will procure the Service Provider on behalf of the IPPO. Representatives nominated by the IPPO will evaluate the proposals and agree the recommended Service Provider.
- The Service Provider will report directly to the IPPO Task Team Lead, and all documents and correspondence will be routed through the IPPO Task Team Lead.
- The IPPO Task Team will facilitate introductions and consultations with key stakeholders and staff.
- The Service Provider's team leader will act as the central contact point with the IPPO Task Team and coordinate, manage and quality control inputs from the team.
- The Service Provider will submit all reports and accompanying documentation for distribution to the IPPO Task Team lead.
- The IPPO EXCO will consider proposed options prepared during Phase 1-4 and provide feedback and instruction to the Service Provider, following the necessary consultations within governance structures, where required.

## **TECHNICAL PROPOSAL & EVALUATION**

### **1.1 TECHNICAL PROPOSAL:**

Each respondent is required to submit a proposal containing the following information:

- a) The envisaged approach and methodology of their offering and the service levels for supporting it.
- b) A detailed response to the scope of work as indicated under the expected deliverables.
- c) Contactable references, within a service-orientated environment, to whom similar services were supplied by the Service Provider (References on your client's letterhead);
- d) Credentials of consultants that will be working on the project and capacity to support the scope of work (CV's of all working and supporting the solution and their roles).
- e) Indicate how they will ensure effective project management.
- f) Provide a project plan indicating the estimated time required for completion and delivery.
- g) Appoint an experienced Account Manager (please provide CV) to represent the Service Provider.

### **1.2 EVALUATION CRITERIA:**

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.

Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable. The Functional Criteria that will be used to test the capability of Bidders are as follows:

Evaluation Area	Evaluation Criteria	Matrix	Weighting	Score																		
Bidder Experience	Bidders' experience in implementing and providing support in Business Process Mapping Services across other Companies within the Service delivery environment (Bidder to provide relevant references)	<p>Bidders' must provide evidence of their experience in supporting and implementing Business Process Mapping Services in other companies (verifiable reference letters must be provided). Bidders will be marked on the number of contactable references provided in respect of digital signature implementations</p> <table><tr><th>Contactable References</th><th>Score</th></tr><tr><td>Three (3) or more</td><td>20</td></tr><tr><td>Three (3)</td><td>14</td></tr><tr><td>Two (2)</td><td>10</td></tr><tr><td>One (1)</td><td>7</td></tr><tr><td>None (0)</td><td>0</td></tr></table>	Contactable References	Score	Three (3) or more	20	Three (3)	14	Two (2)	10	One (1)	7	None (0)	0	20							
Contactable References	Score																					
Three (3) or more	20																					
Three (3)	14																					
Two (2)	10																					
One (1)	7																					
None (0)	0																					
Understanding of Scope	<p>Analysis and alignment of response to the scope of work</p> <ul style="list-style-type: none"><li>Bidders shall provide an detailed Implementation Plan</li><li>The plan should indicate key milestones and delivery timelines</li></ul>	<p>Provide a detailed write-up on the understanding and alignment of the scope of work in the terms of reference:</p> <table><tr><th>Approach</th><th>Score</th><th>Bidders Understanding of the SOW</th></tr><tr><td>No response</td><td>0</td><td></td></tr><tr><td>Poor</td><td>10</td><td>The approach plan or methodology is poor and not tailored to address the specific project objectives</td></tr><tr><td>Satisfactory</td><td>28</td><td>The approach plan or methodology is generic and not tailored to address the specific project objectives</td></tr><tr><td>Good</td><td>32</td><td>Most element Of the approach plan or methodology is specific and tailored to address the specific project objectives</td></tr><tr><td>Excellent</td><td>40</td><td>All elements in the approach plan or methodology is specific and tailored to address the specific project objectives</td></tr></table>	Approach	Score	Bidders Understanding of the SOW	No response	0		Poor	10	The approach plan or methodology is poor and not tailored to address the specific project objectives	Satisfactory	28	The approach plan or methodology is generic and not tailored to address the specific project objectives	Good	32	Most element Of the approach plan or methodology is specific and tailored to address the specific project objectives	Excellent	40	All elements in the approach plan or methodology is specific and tailored to address the specific project objectives	40	
Approach	Score	Bidders Understanding of the SOW																				
No response	0																					
Poor	10	The approach plan or methodology is poor and not tailored to address the specific project objectives																				
Satisfactory	28	The approach plan or methodology is generic and not tailored to address the specific project objectives																				
Good	32	Most element Of the approach plan or methodology is specific and tailored to address the specific project objectives																				
Excellent	40	All elements in the approach plan or methodology is specific and tailored to address the specific project objectives																				
Knowledge / Experience:	Three (3) or more years Knowledge/Experience of the dedicated resources' in the implementation of Business Process mapping, operating platform design, BPM software and capacity building	<p>Provide credentials (CV's) of consultants that will be working on the project indicating their ability and years of experience to provide the solution.</p> <table><tr><th>Years of Experience</th><th>Score</th></tr><tr><td>Three (3) or more</td><td>20</td></tr><tr><td>Two (2)</td><td>14</td></tr><tr><td>One (1)</td><td>10</td></tr><tr><td>None (0)</td><td>0</td></tr></table>	Years of Experience	Score	Three (3) or more	20	Two (2)	14	One (1)	10	None (0)	0	20									
Years of Experience	Score																					
Three (3) or more	20																					
Two (2)	14																					
One (1)	10																					
None (0)	0																					
BPM Tool Offering:	<p>Bidder's response meets minimum requirements of BPM Software as outlined :</p> <ul style="list-style-type: none"><li>System Access:<ul style="list-style-type: none"><li>Web based interphase</li></ul></li></ul>	<p>Provided detailed SLA covering all points</p> <table><tr><th>SLA Offering</th><th>Score</th></tr><tr><td>Covers all four (4) features of minimum requirements</td><td>10</td></tr></table>	SLA Offering	Score	Covers all four (4) features of minimum requirements	10	10															
SLA Offering	Score																					
Covers all four (4) features of minimum requirements	10																					

	<ul style="list-style-type: none"><li>o Mobile device access</li><li>• Security:<ul style="list-style-type: none"><li>o Encrypted</li><li>o CAPTCHA or other protection</li><li>o 2 Factor Authentication</li></ul></li><li>• User management:<ul style="list-style-type: none"><li>o Role Management</li><li>o Group Management</li><li>o Proxy functionality</li></ul></li><li>• Document Management:<ul style="list-style-type: none"><li>o Secure and not accessible from backend</li></ul></li></ul>	<table><tr><td>Only covers 2-3 support points of the minimum requirements</td><td>7</td></tr><tr><td>Offered solution meets only 1 or none of the minimum requirements</td><td>0</td></tr></table>	Only covers 2-3 support points of the minimum requirements	7	Offered solution meets only 1 or none of the minimum requirements	0						
Only covers 2-3 support points of the minimum requirements	7											
Offered solution meets only 1 or none of the minimum requirements	0											
<b>Training Offering</b>	<p>Provide detail training plan as per the scope of work for:</p> <ul style="list-style-type: none"><li>• Maximum 5 officials</li><li>• All general IPPO users</li><li>• Training/skills transfer plan during implementation to 2 IPP Office ICT Officials.</li></ul>	<p>Detailed training plan provided</p> <table><tr><th>Training Provided</th><th>Score</th></tr><tr><td>All staff included</td><td>10</td></tr><tr><td>Only skills transfer to IPP ICT</td><td>7</td></tr><tr><td>No training provided</td><td>0</td></tr></table>	Training Provided	Score	All staff included	10	Only skills transfer to IPP ICT	7	No training provided	0	10	
Training Provided	Score											
All staff included	10											
Only skills transfer to IPP ICT	7											
No training provided	0											
<b>Total Weighting</b>				<b>100</b>								
<b>Minimum of 70 must be achieved.</b>												

A minimum of 70 must be achieved.

**Note:**

- Supporting documents provided **YES/NO**:

**PRICING AND BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)**

Each proposal with a functionality score of **70** points and more, will be on equal footing to proceed to this final round of evaluation.

The proposed price and BBBEE compliance are the only aspects taken into account in this round. The final evaluation score is calculated on an 80/20 principle. The bidder that scores the highest in this round will be awarded the tender.

CRITERIA	WEIGHT
Project cost	80
B-BBEE Status level contributor	20

**PRICING**

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

- Final Total Cost must be VAT inclusive and quoted in South African Rand.

- Service providers must quote for all the items as indicated on the scope of work.
- Financial proposal should include the cost of delivery of the BPM Solution.

Item	Phase	Description / Resource	No. of Resources	Total Hrs	Rate per Hour	Total Cost (Excl. Vat)	Total Cost (Incl. Vat)
1	10% - Inception Report						
2	20% - “Process Design Report” and “Operational Platform Design Report”						
3	20% - Norm Resources Report						
4	30% - Completion of 30 key processes in BPM tool						
5	20% - Final Report						
6	Software Provision cost (delivery, installation and configuration cost).						
7	Licensing for a period of 2 years for at least 5 users.						
TOTAL COST							

### DELIVERABLE ACCEPTANCE CRITERIA

Deliverables will only be paid once accepted by the IPP Office. The following deliverable acceptance criteria will apply prior to accepting a deliverable as final:

- Head of Governance & Risk review
- Head of ICT Unit review

## **Annexure A**

### **Fees and Assumptions**

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

#### **FORM OF OFFER**

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

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

**RFP229/2022: Appointment of a service provider to provide Business Process Mapping services to the IPP Office.**

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

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

#### **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS**

\_\_\_\_\_

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

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

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

**Name(s)** \_\_\_\_\_

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

**For the**  
***Tenderer*** \_\_\_\_\_  
**(Name and address of organisation)**

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

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity ..... Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company ..... Registration ..... Number: .....

2.5 Tax ..... Reference ..... Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**  
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person  
connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:

.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**  
the appropriate authority to undertake remunerative  
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**  
document?

(Note: Failure to submit proof of such authority, where  
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**  
trustees / shareholders / members or their spouses conduct  
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**  
any relationship (family, friend, other) with a person  
employed by the state and who may be involved with  
the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, **YES/NO**  
aware of any relationship (family, friend, other) between  
any other bidder and any person employed by the state



who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

.....

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

.....

.....

### 3. Full details of directors / trustees / members / shareholders.

[illegible]

#### 4. DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN  
TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT  
SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2017**

**1..1.7**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser 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 purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

#### 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

#### 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

**Designated Group: An EME or QSE which is at last 51% owned by:**

**EME**

**QSE**

√

√

Black people

Black people who are youth

Black people who are women

Black people with disabilities

Black people living in rural or underdeveloped areas or townships

Cooperative owned by black people

Black people who are military veterans

**OR**

Any EME

Any QSE

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....  
.....  
.....

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE:.....

ADDRESS.....

.....

.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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



4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

### CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:\_\_\_\_\_that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service 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 bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. 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 products or services to which this bid invitation relates.
9. 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.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. 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.

.....  
SignatureDate

.....  
Position Name of Bidder

## **Annexure F**

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

## **Annexure G**

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

## **Annexure H**

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



## **Annexure I**

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

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

## Annexure J

### [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 K**

### **Tax Compliant Status and CSD Registration Requirements**

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

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

**CSD Registration Number:**



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

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