

<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>	RFP316/2022
<b>COMPULSORY BRIEFING SESSION - VIRTUAL</b>	04 NOVEMBER 2022 AT 10:00AM VIA MICROSOFT TEAMS <a href="#">Click here to join the meeting</a>
<b>CLOSING DATE:</b>	17 November 2022
<b>CLOSING TIME:</b>	23H55 via <b>ONE DRIVE LINK</b>
<b>VALIDITY PERIOD:</b>	180 DAYS
<b>DESCRIPTION OF BID:</b>	APPOINTMENT OF A SERVICE PROVIDER FOR E-LEARNING PORTAL
<b>BID SUBMISSIONS ELECTRONICALLY:</b>	<ol style="list-style-type: none"> <li>1. Bidders are advised to kindly issue Tender Submission Link requests and all other enquiries to <a href="mailto:davidn2@dbsa.org">davidn2@dbsa.org</a> – ONLY</li> <li>2. No – Tender Submission Link requests will be accepted after <b><u>16h00 on the 13 November 2022</u></b>. Any requests after the stipulated date and time will be disregarded.</li> <li>3. Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.</li> <li>4. Bidders who have received submission Links that have errors, will be provided with new Links for use.</li> </ol>
<b>NOTICE TO ALL BIDDERS</b>	
<b>NAME OF BIDDER:</b>	
<b>CONTACT PERSON:</b>	
<b>EMAIL ADDRESS:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>FAX NUMBER:</b>	
<b>BIDDER'S STAMP OR SIGNATURE</b>	



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

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

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## PART A INVITATION TO BID

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

BID NUMBER: **RFP316/2022**

BRIEFING SESSION DATE: **FRIDAY, 04 NOVEMBER 2022**

CLOSING DATE: **17 NOVEMBER 2022**

CLOSING TIME: **23H55PM VIA ONEDRIVE LINK**

DESCRIPTION: **Appointment of a Service Provider for E-Learning Platform**

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

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**Bidders should ensure that Bids are submitted timeously and to the correct One Drive link provided by the SCM Official. If the Bid is late, it will not be considered for evaluation.**

**The One Drive link provided will be valid till 23H55 on the closing date.**

**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>				

<b>1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]
<b>1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
<b>1.1.3 SIGNATURE OF BIDDER</b>	.....
<b>1.1.4 DATE</b>	
<b>1.1.5 FULL NAME OF AUTHORISED REPRESENTATIVE</b>	
<b>1.1.6 CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>	

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p><b>1.1.</b> BIDS MUST BE SUBMITTED VIA ONE DRIVE LINK. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p><b>1.2.</b> ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</p> <p><b>1.3.</b> 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><b>1.4.</b> WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS 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><b>1.5.</b> 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>

- 2.1** BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2** BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3** APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4** BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5** IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6** WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### **3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1.** IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2.** DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3.** DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4.** DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

## PART C

### CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

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

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

**YES      NO**

<input type="checkbox"/>	<input type="checkbox"/>	Bid document (clearly marked as FOLDER 1 AND FOLDER 2); separated into <b>FOLDER 1 - Pre-Qualifying and functionality proposal documents, and FOLDER 2 – Financial proposal only</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part A:</b> Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part B:</b> Terms and Conditions of Bidding
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part C:</b> Checklist of Compulsory Returnable Schedules and Documents
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part D:</b> Conditions of Tendering and Undertakings by Bidders
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part E:</b> Specifications/Terms of Reference
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure A:</b> Price Proposal Requirement – <b>FOLDER 2</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure B:</b> SBD4 Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure D:</b> SBD8: Declaration of Bidder's Past Supply Chain Practices
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure E:</b> SBD9: Certificate of Independent Bid Determination
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure F:</b> Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation

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



## **PART D**

### **CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER**

#### **1. DEFINITIONS**

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

- 1.1 Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.2 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.
- 1.3 Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.4 Companies Act** means the Companies Act, 2008.
- 1.5 Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.6 Closing Time** means the time, specified as such under the clause 4 (Bid Timetable) in Part C, by which Tenders must be received.
- 1.7 DBSA** means the Development Bank of Southern Africa Limited.
- 1.8 DFI** means Development Finance Institution.
- 1.9 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.
- 1.10 Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.11 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.
- 1.12 PFMA** means the Public Finance Management Act, 1999.
- 1.13 PPPFA** means the Preferential Procurement Policy Framework Act, 2000.
- 1.14 Pre-Qualifying Criteria** means the criteria set out in clause of this Part C.
- 1.15 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.

- 1.16 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.
- 1.17 SARS** means the South African Revenue Service.
- 1.18 Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.19 SLA** means service level agreement.
- 1.20 SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.21 Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.22 State** means the Republic of South Africa.
- 1.23 Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.24 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.
- 1.25 Website** means a website administered by DBSA under its name with web address [www.dbsa.org](http://www.dbsa.org)

## **2. INTERPRETATIONS**

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

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

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

Queries pertaining to this tender must be directed to: -

DBSA Supply Chain Management Unit

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

No questions will be answered telephonically.

#### 4. 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	24 October 2022
RFP document available	24 October 2022
Compulsory Briefing session - VIRTUAL	04 NOVEMBER 2022
Closing date for tender enquiries	13 NOVEMBER 2022 at 16h00
<b>Closing date and time</b>	<b>17 NOVEMBER 2022 at 23h55</b>
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 - ELECTRONICALLY

- i. Bidders are advised to kindly issue Tender Submission Link requests and all other enquiries to [davidn2@dbsa.org](mailto:davidn2@dbsa.org) - ONLY
- ii. No – Tender Submission Link requests will be accepted after 16h00 on the 13 NOVEMBER 2022. Any requests after the stipulated date and time will be disregarded.
- iii. Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.
- iv. Bidders who have received submission Links that have errors, will be provided with new Links for use.

#### 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 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 [davidSCM@dbsa.org](mailto:davidSCM@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, ([scmqueries@dbsa.org](mailto:scmqueries@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 regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
  - 19.1.6** submitting all Compulsory Documents.
- 19.2** The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.
- 19.3** 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 120 (One hundred and Twenty) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

## **27. EVALUATION PROCESS**

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

## 27.1.1 FIRST STAGE – RESPONSIVENESS

- 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)
Adherence in submitting Tender as two stage folders (Folder 1 - Functionality & Folder 2 - Price)	Pre-Qualifier	Y
Attendance register for Compulsory Briefing session. - virtual	Pre-Qualifier	Y
Proof of Registration with a recognized professional body/ institution, relevant to tender requirement (To be determined in line with Tender Requirement) * <b>SAP Certified Service Providers</b>	Pre-Qualifier	Y
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 Level 2 who will contribute to meaningful B-BBEE initiatives as part of the tender process	Pre-Qualifier	Y
The successful Tenderer, if not itself an EME or QSE with a minimum B-BBEE status level 2, as per Section 4(1)(a) and (b) of the PPR 2017, must subcontract a minimum of 30% of the value of the contract to the following category referred to in Section 4(1)(c) of the PPR 2017: (i). an EME or QSE which is at least 51% owned by Black people.	Pre-Qualifier	Y

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

Responsiveness Criteria	Clarification Time	Applicable to this Tender (Y/N)	Bidder to indicate Compliance (Y/N)
1. Standard conditions of tender as required.	48 hours	Y	
2. Returnable documents completed and signed.	48 hours	Y	
3. Submission of Proof of Registration with National Treasury Central Supplier Database (CSD) Summary Report or A Valid and Active Tax Compliance Status Pin issued by SARS for Tax Compliance Status Verification: N.B - Bidder must be fully registered & tax compliant in order to do business with the DBSA.	48 hours	Y	
4. Other Prequalifying Criteria applicable to this tender- List them here			

	<ul style="list-style-type: none"> <li>• Proof of Professional indemnity Insurance of at least R10 million cover per incident</li> <li>• Bidders must be the authorized license holder for both the software and hardware associated with rendering this service.</li> <li>• Valid COIDA</li> </ul>	48 hours	Y	
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Only those Bidders which satisfy all the Pre-Qualifying Criteria will be eligible to participate in the Tendering Process further. Bids which do not satisfy all the Pre-Qualifying Criteria will not be evaluated further.

## **27.2 SECOND STAGE: FUNCTIONAL EVALUATION**

### **27.2.1. STRUCTURE AND CONTENTS OF TECHNICAL BID PROPOSAL**

The structure and minimum contents of the proposal required from bidders are shown in the table below. The bidder must provide the following minimum information linked to the functionality evaluation criteria indicated below:

<b>Section</b>	<b>Requirement</b>	<b>Point allocations</b>	<b>Maximum Score</b>
1	<p><b>Company Experience</b></p> <p>More than three (3) relevant references, covering all the requirements stipulated in this document.</p> <p>Reference must be in a company letterhead where the solution was deployed. Reference information must include services provided, contract amount, client contact name, email, and phone number. Lastly client satisfaction rate from 1 (bad) – 5 (exceptional)</p>	<ul style="list-style-type: none"> <li>• No Information provided = <b>0 point</b></li> <li>• Bidder Company Overview and One relevant reference for an e-Learning Platform provided = <b>10 points</b></li> <li>• Bidder Company Overview and Two relevant references for an e-Learning Platform provided = <b>14 points</b></li> <li>• Bidder Company Overview and Three or more relevant references for an e-Learning Platform provided = <b>20 points</b></li> </ul>	<b>20</b>
2	<p><b>Implementation Plan –</b> outlines the steps the Bidder will take to deploy</p>	<ul style="list-style-type: none"> <li>• No information provided = <b>0 point</b></li> </ul>	<b>10</b>

Section	Requirement	Point allocations	Maximum Score
	<p>the e-Learning Platform solution. It must include the following:</p> <ul style="list-style-type: none"> <li>• Provide actions or process to be followed to deploy the e-Learning Platform (includes requirements gathering).</li> <li>• Provide high-level Project Plan (including major milestones).</li> <li>• Provide Project Management Methodology to be followed.</li> </ul>	<ul style="list-style-type: none"> <li>• Actions\Process, Project Plan (must not exceed 6 month) and Project Management Methodology detailing at least 2 requirements = <b>7 points</b></li> <li>• Actions\Process, Project Plan (must not exceed 6 month) and Project Management Methodology detailing all 3 requirements listed = <b>10 points</b></li> </ul>	
3	<p><b>Functional Requirements</b></p> <p>Solution conforms to requirements specified in section 3.1.1.</p> <ol style="list-style-type: none"> <li>1) Self-Registration</li> <li>2) Learner Levels</li> <li>3) Course Searching</li> <li>4) Learner Progress and Certification</li> <li>5) Course Management</li> <li>6) Administration</li> <li>7) Reporting and Dashboard Capabilities</li> <li>8) Branding</li> <li>9) Standards Compliance</li> </ol>	<ul style="list-style-type: none"> <li>• No information provided = <b>0 points</b></li> <li>• Some functional requirements met. Detailed Evidence needs to be included in the response showing how the Bidder solution meets at least 50% of (5 of the 9) specified requirements = <b>15 points</b></li> <li>• Some functional requirements met (except FR08 or FR09). Detailed Evidence needs to be included in the response showing how the Bidder solution meets at least 70% of (7 of the 9) specified requirements = <b>21 points</b></li> <li>• All functional requirements met. Detailed Evidence needs to be included in the response showing how the Bidder solution meets all 9</li> </ul>	<b>30</b>

Section	Requirement	Point allocations	Maximum Score
		specified requirements = <b>30 points</b>	
4	<p><b>Non-Functional Requirements</b></p> <p>Solution conforms to requirements specified in section 3.1.2.</p> <ol style="list-style-type: none"> <li>1) Hosting and Availability</li> <li>2) Security</li> <li>3) Accessibility</li> <li>4) Integration</li> <li>5) Number of users</li> <li>6) Performance</li> <li>7) Backup</li> <li>8) Disaster Recovery</li> <li>9) Usability</li> <li>10) Testing</li> <li>11) Environments</li> <li>12) Support</li> </ol> <p>( all components above, as specified in Section 3.1.2)</p>	<ul style="list-style-type: none"> <li>• No information provided = <b>0 point</b></li> <li>• Some non-functional requirements met (except NFR11 or NFR12). Evidence needs to be included in the response showing how the Bidder solution meets at least 50% of (6 of the 12) specified requirements = <b>10 points</b></li> <li>• Some non-functional requirements met (except NFR11 or NFR12). Evidence needs to be included in the response showing how the Bidder solution meets at least 70% of (8 of the 12) specified requirements = <b>15 points</b></li> <li>• All non-functional requirements met. Evidence needs to be included in the response showing how the Bidder solution meets all 12 specified requirements = <b>20 points</b></li> </ul>	<b>20</b>
5	<p><b>Solution Architecture –</b> provide a list of all components that make up the solution (application, database, network, reporting, security, technologies used, integration), as specified in section 3.1.3.</p>	<ul style="list-style-type: none"> <li>• No Information provided = <b>0 point</b></li> <li>• Solution Architecture diagram provided with no write up and no integration information provided = <b>7 points</b></li> <li>• Solution Architecture diagram provided with high-level write up and integration information indicating how the e-Learning Platform will integrate with SAP Success Factors = <b>11 points</b></li> </ul>	<b>15</b>

Section	Requirement	Point allocations	Maximum Score
		<ul style="list-style-type: none"> <li>Solution Architecture diagram provided with detailed write up and integration information indicating how the e-Learning Platform will integrate with SAP Success Factors = <b>15 points</b></li> </ul>	
6	<p><b>Support Strategy</b> Provide details of the methodology proposed to support DBSA.</p> <p><b>Incident Management</b> – must include how incidents are logged, prioritized, and resolved? How the Bidder responds and communicates major incidents? Bidder must also provide information on how support will be provided remotely, onsite, after hours and during holidays?</p>	<ul style="list-style-type: none"> <li>No information provided = 0 points</li> <li>Incident Management information provided, covering all the questions asked regarding incident management = 5 points</li> </ul>	<b>5</b>
Total			<b>100</b>
Threshold			<b>70</b>

**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 THIRD STAGE: PRICE EVALUATION**

- 27.3.1 The Third stage of evaluation of the Bids will be in respect of price only.  
Price points 100



### **27.3.2 Price points**

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

$$P_s = 100(1-(P_t-P_{min})/P_{min})$$

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.

### **27.3.3 Total**

The total points scored by each Bidder will be calculated by adding the points scored for price (out of 100).

The successful Bidder will be the Bidder which has the highest total points (out of 100) for both price.

## **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 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** to split the award based on the value for money, stock availability and lead time to delivery;
- 34.1.11** 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	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

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.		
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#### 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	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>
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Bidder or award parts of the proposal to different Bidders, or not to award the proposal at all.		
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#### 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

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

### 36.1.15

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



Such cancellation shall mean that the DBSA reserves the right to award the same proposal to next best Bidders as it deems fit.		
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**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

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

### 36.1.23

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

### 36.1.24

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

### 36.1.25

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>

### 36.1.26

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>

### 36.1.27

<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>

### 36.1.28

Company registration with CSD National Treasury Database as a Condition for Appointment/Award of the Bid.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>
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.		

### 36.1.29

<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 to 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.....



# Terms of Reference (ToR)

## **Request for Proposal:**

DBSA Penetration Testing, Cyber Security  
Incident & Response Capability Assessment  
October 2022

## **DBSA TERMS OF REFERENCE (TOR)**

### **SOURCING OF SERVICE PROVIDER TO PROVIDE AN E-LEARNING PLATFORM THE DBSA PROFESSIONALS SEPTEMBER 2022**

#### **1. Context**

The Development Bank of Southern Africa was created to catalyse economic growth through investment in economic and social infrastructure and supporting regional integration. Its



strategic objectives are to drive sustainable growth in development impact, integrated infrastructure solutions, and financial sustainability.

The Development Bank of Southern Africa strives to develop human capital by creating capacity through attracting, developing, and retaining top talent. To ensure the maintenance and strengthening of the diverse skills of employees, an e-Learning platform has become critical to the DBSA as it will provide employees with flexible professional training and online learning that they need to be successful, thus transforming our organisational learning into a strategic advantage. The on-demand, just-in-time, and fit-for-purpose online training will keep employees up to date on the latest regulatory and legislative requirements, industry certifications, and job-specific best practices in the industry.

## **2. Purpose**

The Development Bank of Southern Africa (DBSA) is seeking to source and appoint a suitable service provider for the provision of an e-Learning platform with appropriate courseware to the DBSA professionals for a period of five (5) years.

## **3. The scope of work**

The DBSA requires reputable institutions with vast knowledge and relevant experience in providing e-Learning platforms containing locally and/ or internationally recognised courseware and learning content, to provide a platform that comprises the following:

- Technical (including 4IR courses), business, and soft skills to support the upskilling and reskilling of the DBSA professionals.
- The ability for users to sign up and search for courses that are related to their fields and interests and to start learning immediately.
- Provision for multiple digital devices, such as PCs, laptops, smartphones, tablets, etc. to allow learners to learn anytime and anywhere. It will be advantageous if the training material is downloadable and accessible offline.
- Ability to track learners' engagement and progression through the courseware and provision of appropriate recognition mechanisms for course completion. It will be an added advantage if recognition and credentialing are provided via industry standards such as digital badges (micro-credentials).
- Provide the functionality for the DBSA to upload in-house custom courseware and custom learning pathways, (e.g., the addition of onboarding materials for new employees such as Microsoft Office tools (PowerPoint, word, excel) and videos). Ensure that courseware is always up to date. It will be an added advantage if the platform has a functionality that allows DBSA the ability to create course content on the platform.
- Provide an Application Programming Interface (API) that enables integration into DBSA's tools/systems.
- The reporting functionality to enable Workplace Skills Plan (WSP), Annual Training Reports (ATR), Broad Based Black Economic Empowerment (B-BBEE), and

Employment Equity submissions, as well as tracking the number of participants with demographic breakdown and costs.

- The following learner levels should be included in all courses to create a learning pathway:
  - Introductory level: courses at this level will accommodate beginners in different fields of learning.
  - Intermediate level: courses at this level will accommodate learners who have already attended introduction courses or have already acquired skills and knowledge at an introductory level.
  - Advanced level: courses at this level will accommodate learners who have already attended courses or have already acquired skills and knowledge at an intermediate level.

### 3.1 e-Learning Platform Requirements

#### 3.1.1 Functional Requirements

FUNCTIONAL REQUIREMENTS	
Req No	Description
FR01	<b>Self-Registration</b> <ul style="list-style-type: none"> <li>• The solution must have a learning portal where users can register for courses.</li> <li>• The solution must allow users to register for unlimited courses related to their fields.</li> <li>• The solution must allow learners to register using the following fields: name, surname, email address, contact number, unit, division, occupation levels, age, and gender.</li> </ul>
FR02	<b>Learner Levels</b> <ul style="list-style-type: none"> <li>• The solution must cater for the below learner levels in all courses to create a learning pathway:               <ul style="list-style-type: none"> <li>○ Introductory level: courses at this level will accommodate beginners in different fields of learning.</li> <li>○ Intermediate level: courses at this level will accommodate learners who have already attended introduction courses or have already acquired skills and knowledge at an introductory level.</li> <li>○ Advanced level: courses at this level will accommodate learners who have already attended courses or have already acquired skills and knowledge at an intermediate level.</li> </ul> </li> </ul>
FR03	<b>Course Searching</b> <ul style="list-style-type: none"> <li>• The solution must allow users to search for courses that are related to their fields and interests.</li> <li>• The solution must have navigation buttons and easy functional links.</li> <li>• The solution must have enhanced search function within courses/modules.</li> <li>• The solution must have the ability to allow learners to stop and restart the course at any time.</li> </ul>

	<ul style="list-style-type: none"> <li>• The solution must allow for ease of identifying course stage and navigation within modules.</li> <li>• The solution must be able to show the approximate time to complete each module.</li> <li>• The must enable learners with low bandwidth to search for information required to complete a task or course.</li> <li>• The solution courses should include links to internal and external resources.</li> </ul>
<b>FR04</b>	<p><b>Learner Progress and Certification</b></p> <ul style="list-style-type: none"> <li>• The solution must have the ability to track learners' engagement and progression through the courseware.</li> <li>• The solution must be able to provide learners with certifications, e.g., course completion, course attendance.</li> <li>• The solution must be able to provide recognition and credentialing using industry standards such as digital badges (optional).</li> </ul>
<b>FR05</b>	<p><b>Course Management</b></p> <ul style="list-style-type: none"> <li>• The solution must allow users to have access to a variety of online courses, e.g., Technical (including 4IR courses), business, and soft skills to support the upskilling and reskilling of the DBSA professionals.</li> </ul> <ol style="list-style-type: none"> <li>1) The solution must have the ability to upload in-house custom courseware and custom learning pathways (e.g., the addition of onboarding materials for new employees such as Microsoft Office tools (PowerPoint, Word, Excel) and videos).</li> <li>2) The solution must have the ability to indicate if the courseware is up to date.</li> <li>3) The solution must have built-in authoring to allow for the creation of course content within the solution.</li> <li>4) The solution must enable the use of texts, graphics, audio, video, and quizzes to engage delegates, promote interest, and support knowledge and knowledge acquisition.</li> <li>5) The solution must have course content libraries.</li> <li>6) The solution must support a variety of formats, e.g., short, long, and interactive videos, quizzes, e-Learning, microlearning.</li> </ol>
<b>FR06</b>	<p><b>Administration</b></p> <ol style="list-style-type: none"> <li>7) The solution must allow administrators to monitor learner journeys, e.g., using alerts and reports.</li> <li>8) The solution must allow administrators to track courses and learning paths.</li> <li>9) The solution must have a capability to allow administrators to de-activate or re-assign courses and perform other similar tasks.</li> <li>10) The solution must allow administrators to manage users and assign different roles to them.</li> <li>11) Administrators of the e-Learning platform must be trained on how to use the system.</li> </ol>
<b>FR07</b>	<p><b>Reporting and Dashboard Capabilities</b></p> <ul style="list-style-type: none"> <li>• The solution must have built-in reports and dashboards that will allow DBSA to report on its learning and development strategy, e.g., number of learners that have registered for courses, type of courses attended by learners, number of courses</li> </ul>

	<p>completed, number of courses not completed, number of learners using the solution, number of courses attended by each department.</p> <ul style="list-style-type: none"> <li>• The solution must enable administrators to view key metrics defined by DBSA.</li> <li>• The solution must allow for reports to be exported, e.g., via pdf, PowerPoint, word or excel.</li> <li>• The solution must have reporting functionality to enable Workplace Skills Plan (WSP), Annual Training Reports (ATR), Broad Based Black Economic Empowerment (B-BBEE), and Employment Equity submissions, as well as tracking the number of participants with demographic breakdown and costs.</li> </ul>
<b>FR08</b>	<p><b>Branding</b></p> <ul style="list-style-type: none"> <li>• The solution must allow DBSA to add its logo and brand name throughout the learning program.</li> </ul>
<b>FR09</b>	<p><b>Standard Compliance</b></p> <ul style="list-style-type: none"> <li>• The solution must be compliant to the e-Learning standards, e.g., SCORM latest version, xAPI.</li> </ul>

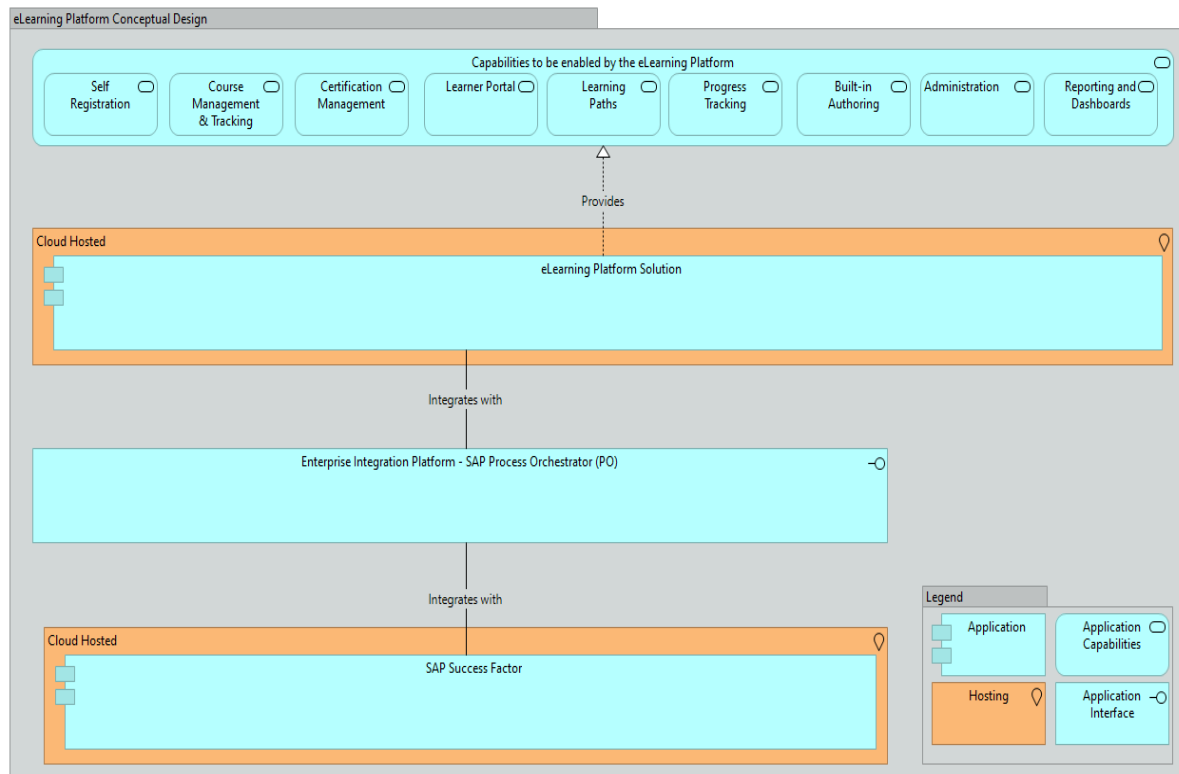
### 3.1.2 Non-Functional Requirements

NON-FUNCTIONAL REQUIREMENTS	
Req No	Description
<b>NFR01</b>	<p><b>Hosting and Availability</b></p> <ul style="list-style-type: none"> <li>• The solution must be available 99.98% of the time.</li> <li>• The solution must be cloud based. South African based Data Centers are preferred for hosting the solution. European based Data Centers are the second preferred Data Centers.</li> </ul>
<b>NFR02</b>	<p><b>Security</b> –the Bidder must provide DBSA with information on how the e-Learning Platform solution is secured.</p> <ul style="list-style-type: none"> <li>• <b>Authorization</b> - the solution must allow for different roles and permissions to be assigned to user accounts.</li> <li>• <b>Authentication</b> – the solution must allow for users to be authenticated with unique usernames and passwords.</li> <li>• <b>Conformance</b> – the solution must comply to DBSA information security policies.</li> <li>• <b>Encryption</b> – data must be encrypted in transit and at rest.</li> <li>• <b>Audit</b> – the solution must track and audit all user activities.</li> <li>• <b>Vulnerability Management</b> – the solution must be able to detect inbound and outbound traffic for abnormal or malicious activities. Solution security vulnerabilities must be assessed, addressed, and reported to DBSA. The solution must be secured using security measures such as: e.g., security patches, scanning, ensuring versions are current.</li> <li>• <b>Incident Management</b> - The solution should alert DBSA whenever major security events or triggers occur.</li> </ul>
<b>NFR03</b>	<p><b>Data Privacy</b></p> <ul style="list-style-type: none"> <li>• The solution must comply with Data Privacy laws such as POPIA.</li> <li>• The Data Centre where the solution is hosted must be compliant to information security standards such as ISO 27001, SOC2 or similar standards.</li> </ul>

<b>NFR04</b>	<b>Accessibility</b> <ul style="list-style-type: none"> <li>The solution must be accessed from one central place.</li> <li>The solution must be accessible via mobile devices.</li> <li>The solution should be compatible with all modern browsers.</li> </ul>
<b>NFR05</b>	<b>12) Integration</b> - the solution must be able to integrate with SAP Success Factors and provide access to user performance data for analytics and customised reporting.
<b>NFR06</b>	<b>13) Number of users</b> - The solution must cater for 700 users. Users must have access to unlimited courses that are part of the e-Learning Platform.
<b>NFR07</b>	<b>Performance</b> <ul style="list-style-type: none"> <li>The implemented solution must address the following performance requirements: speed, efficiency, resource usage, throughput, and capacity.</li> <li>The user experience should be consistent across mobile and tablets.</li> </ul>
<b>NFR08</b>	<ul style="list-style-type: none"> <li><b>Backup</b> – The solution must be backup daily in line with DBSA backup policy.</li> </ul>
<b>NFR09</b>	<ul style="list-style-type: none"> <li><b>Disaster Recovery</b> – the solution must have disaster recovery enabled. Disaster recovery configuration must be tested annually and audited by an external audit firm.</li> </ul>
<b>NFR10</b>	<ul style="list-style-type: none"> <li><b>Usability</b> – The solution must be Web based.</li> </ul>
<b>NFR11</b>	<ul style="list-style-type: none"> <li><b>Testing</b> - The Bidder must provide testing strategy information, i.e., how user acceptance testing and performance testing will be conducted to ensure that the solution meets DBSA requirements.</li> </ul>
<b>NFR12</b>	<ul style="list-style-type: none"> <li><b>Environments</b> – the solution must have the Development, Testing and Production environments, to allow for solution changes to be staged from Development&gt;Testing&gt;Production.</li> </ul>
<b>NFR13</b>	<ul style="list-style-type: none"> <li><b>Support</b> – the solution must be supported by the Service Provider, i.e., DBSA must be able to log incidents using channels such as emails and telephone.</li> </ul>

### 3.1.3 Solution Architecture Requirements

Solution Architecture	
Req No	Description
<b>SA01</b>	<b>Solution Architecture</b> - The Bidder must provide the solution architecture of the e-Learning Platform solution. <ul style="list-style-type: none"> <li>The solution architecture must provide a list of all components that make up the solution (application, database, network, reporting, security, technologies used, integration).</li> <li>The solution architecture must include the solution diagram and detailed write up of each component that make up the solution.</li> <li>The solution architecture must also include information on how the e-Learning Platform solution will be integrated with SAP Success Factors.</li> <li>The Bidder must also provide a list of supporting technologies that enable the solution to work (if applicable).</li> </ul>



### e-Learning Platform Conceptual Design

- Critical Capabilities Provided by e-Learning Platform Solution – these are capabilities that must be provided by the e-Learning Platform.
- e-Learning Platform Solution – this is the solution required by DBSA for e-Learning. The solution must be hosted in the Cloud.
- SAP Success Factors – the solution must be able to integrate with SAP Success Factors via SAP PO or another way.

#### 4. Project management

The DBSA recognizes the extent of the scope of work that the service provider will be engaging in to implement the technical architectural design and implementation of the desired solution. Bidders must provide project management services for the full implementation of the solution. Bidders must also provide a detailed description of their project management process/ methodology with enough detail to convey to the Bank that it is capable to implement its proposed service on time and within budget. The methodology must indicate clear processes which require approval and signoff, triggering payment on completion of key milestones. The DBSA expects the service provider to provide project documentation, from requirements analysis, system architecture and design documents, test plans, training, and technical documentation.

## **5. Time frames and Duration**

Upon a successful appointment, the service provider shall be expected to immediately commence work. It is assumed that tasks associated with this programme will require the service provider to be available for a period of five (3) years.

## **6. Management & Reporting**

The service provider shall report to Learning & Development Consultant, Human Capital working in collaboration with the L&D Administrators.

## **7. Reservations**

The DBSA expressly reserves the following rights:

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

## **8. Confidentiality and intellectual property**

Information contained in this Request for Proposals is confidential and is the property of the DBSA. Similarly, the Bank shall hold all property rights such as copyright, patents, and registered trademarks on matters directly related to or derived from the work carried out through this contract.

## Annexure A

### PRICING SCHEDULE

A financial proposal should be included in a separate electronic folder. Pricing evaluation will be based on a fixed amount for work to be conducted.

**Failure to complete this form in full may result in the disqualification of the Bid.**

The Service Provider to provide pricing in the order reflected in the Pricing Table below. It will be assumed that the business requirements are fully priced unless specifically excluded and stated in the Price Table below.

#### 1.1 Pricing Table

No.	Description of Services	Quantity	Unit Rate/Price (Excl. VAT)	Price (Excl. VAT)
1	Providing an e-Learning platform and courseware as outlined in the technical specification in 3.1.		R	R
2	Project management services for the full implementation of the solution		R	R
3	Provision of license per user per 12 months (0-600 employees)		R	R
4	Provision of license per user per 24 months (0-600 employees)		R	R
5	Provision of license per user per 36 months (0-600 employees)		R	R
6	SAP Success Factor Integration Cost		R	R
	NB: Pricing must be inclusive of all costs required to deliver the required goods and/or services to the DBSA		R	R
			R	R
	<b>Total Cost of the Project (exc.vat)</b>		<b>R</b>	<b>R</b>
	<b>Total Cost of the Project (Inc. Vat)</b>		<b>R</b>	<b>R</b>



## Annexure B

### SBD 4

#### 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 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? **YES / NO**

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 **YES/NO** of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Reference Number	Tax	State Employee Number / Persal Number

### 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

## Annexure D

### SBD 8

#### 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:		

### 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**

## **Annexure E**

### **SBD 9**

#### **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.

**SBD 9**

**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.**

**SBD 9**

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.**

<b>CSD Registration Number:</b>	
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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