

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED

| | |
|--|---|
| BID NUMBER: | RFP142/2025 |
| COMPULSORY BRIEFING SESSION DETAILS: | Friday, 14 November 2025 RFP142/2025 Briefing Session Meeting Link |
| CLOSING DATE: | 28 November 2025 |
| CLOSING TIME: | 23H55 (Midnight) |
| PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE: | 120 days |
| DESCRIPTION OF BID: | Appointment of a Service Provider for Financial and Non-Financial Institution Trade Finance Rating Model Requirements and Specification |
| BID DOCUMENTS ELECTRONIC SUBMISSION: | ELECTRONIC SUBMISSIONS <u>INSTRUCTIONS:</u> <ul style="list-style-type: none"> ➤ Bidders are required to submit written requests for clarification via e-mail to davidscm@dbsa.org ONLY, quoting the RFP Number on the subject of the e-mail. This must be done three (3) working days before closing day of the bid including request for submission link. ➤ Bidders will thereafter receive a OneDrive Link to upload their submission documents electronically. ➤ Written requests for clarification will be considered up to and including <u>24 November 2025 16:30</u> Johannesburg time. Requests received after this date may not be attended to. ➤ Any requests after the stipulated date and time may be disregarded. <p>NB: Electronic submission is encouraged for all bidders interested in this tender. Closing date of this RFP142/2025 is 28 November 2025 before 23:55PM. No physical bids will be received or accepted at the DBSA offices</p> |
| NAME OF BIDDER: | |
| CONTACT PERSON: | |
| EMAIL ADDRESS: | |
| TELEPHONE NUMBER: | |
| FAX NUMBER: | |
| BIDDER'S STAMP OR SIGNATURE | |



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

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

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**PART A
INVITATION TO BID**

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

BID NUMBER: **RFP125/2025**

DESCRIPTION: **SOURCING OF A SERVICE PROVIDER FOR RISK EXPOSURE LIMIT SETTING MODELS FOR DBSA**

COMPULSORY BRIEFING: 14 November 2025

COMPULSORY BRIEFING LINK: [RFP142/2025 Briefing Session Meeting Link](#)


Time: 10H00 AM Johannesburg time (**Microsoft Teams**)

Closing time for the OneDrive Link submissions - **23h55 on the 24 November 2025**


CLOSING DATE: 28 November 2025


CLOSING TIME: 23H55PM

Name

 Bidder Name

Name

 Folder 1_Financial Proposal

 Folder 2_Technical Proposal

- a) It remains the bidder's responsibility to ensure that the bid submission is uploaded using the correct bidder document and tender link.
- b) Should a bidder encounter an issue with the system, the bidder must provide sufficient evidence as proof of attempting to upload their submission before the cut-off time and the error received.
- c) Faxed, emailed bids will not be accepted, only an electronic submission received via the link will be accepted.
- d) It is therefore the responsibility of the bidder to request for a link to participate.
- e) The DBSA assumes no responsibility if a Bidder's designated email address is not correct, or if there are technical challenges, including those with the Bidders computer, network, or internet service provider (ISP).

BID SUBMISSION LINK REQUESTS:

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

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

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

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

| | |
|---|--|
| NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM: | |
| POSTAL ADDRESS: | |
| STREET ADDRESS: | |
| CONTACT PERSON (FULL NAME): | |
| EMAIL ADDRESS: | |
| TELEPHONE NUMBER: | |
| FAX NUMBER: | |
| BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM | |
| BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM | |

| | | | | |
|---|---|---|----|--|
| 1..1.1 | ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES/WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | |
| 1..1.2 | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES/WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW] | | |
| 1..1.3 | SIGNATURE OF BIDDER | | | |
| 1..1.4 | DATE | | | |
| 1..1.5 | FULL NAME OF AUTHORISED REPRESENTATIVE | | | |
| 1..1.6 | CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.) | | | |
| BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED? [TICK APPLICABLE BOX] | YES | | NO | |
| IF YES, WHO ISSUED THE CERTIFICATE? | | | | |
| REGISTERED WITH THE NATIONAL TREASURY CSD [TICK APPLICABLE BOX] | YES | | NO | |
| CSD REGISTRATION NUMBER | | | | |
| TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS | | | | |

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; and
- Use the prescribed sequence in attaching the annexes that complete the Bid Document

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

YES NO

| | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation and Folder 2 - Price / Financial Proposal – Electronic submission |
| <input type="checkbox"/> | <input type="checkbox"/> | Part A: Invitation to Bid |
| <input type="checkbox"/> | <input type="checkbox"/> | Part B: Terms and Conditions of Bidding |
| <input type="checkbox"/> | <input type="checkbox"/> | Part C: Checklist of Compulsory Returnable Schedules and Documents |
| <input type="checkbox"/> | <input type="checkbox"/> | Part D: Conditions of Tendering and Undertakings by Bidders |
| <input type="checkbox"/> | <input type="checkbox"/> | Part E: Specifications/Terms of Reference and Project Brief |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure A: Price Proposal Requirement |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure B: SBD4 Declaration of Interest |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure C: SBD6.1 and B-BBEE status level certificate |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure F: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure G: Certified copies of latest share certificates, in case of a company. |

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

PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

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

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2022.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday in South Africa.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** for the OneDrive Link submissions - 23h55 on the 31 January 2025 (Telkom Time)
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.

- 1.12 **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment (where applicable).
- 1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.
- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2022 published in terms of the PPPFA.
- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause **Error! Reference source not found.** of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause **Error! Reference source not found.** of this Part C, as prescribed by the PPPFA.
- 1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.21 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22 **SARS** means the South African Revenue Service.
- 1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 **SLA** means Service Level Agreement.
- 1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 **State** means the Republic of South Africa.
- 1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.

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

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

2. INTERPRETATIONS

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

2.1 “includes” or “including” means includes or including without limitation; and

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

3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

Email: davidscm@dbsa.org

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

COMPULSORY BRIEFING: 14 November 2025 – Refer to the cover page for the link to register and attend the briefing session meeting.

LINK: [RFP142/2025 Briefing Session Meeting Link](#)

Time: 10H00 AM Johannesburg time (**Microsoft Teams**)

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

CLOSING DATE: 28 November 2025

CLOSING TIME: 23H55PM

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

- 5.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.
- 5.2 All persons (whether a participant in this tender process or not) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.
- 5.3 All Bidders are deemed to accept the rules contained in this RFP Part C.
- 5.4 The rules contained in this RFP Part C apply to:
 - 5.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure.
 - 5.4.2 the Tendering Process; and
 - 5.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

6. STATUS OF REQUEST FOR PROPOSAL

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

7. ACCURACY OF REQUEST FOR PROPOSAL

- 7.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate,

current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

- 7.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).
- 7.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

8. ADDITIONS AND AMENDMENTS TO THE RFP

- 8.1 The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- 8.2 If the DBSA exercises its right to change information in terms of clause 8.1, it may seek amended Tenders from all Bidders.

9. REPRESENTATIONS

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

10. CONFIDENTIALITY

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

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

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

- 11.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to davidscm@dbsa.org
- 11.3 Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).
- 11.4 The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
- 11.5 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.
- 11.6 In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).
- 11.7 A Bidder may, by notifying the Tender Officer in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

12. UNAUTHORISED COMMUNICATIONS

- 12.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Officer. Nothing in this clause 12 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.
- 12.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

- 13.1 Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.
- 13.2 The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.

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

14. ANTI-COMPETITIVE CONDUCT

- 14.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
- 14.1.1 the preparation or lodgement of their Bid
 - 14.1.2 the evaluation and clarification of their Bid; and
 - 14.1.3 the conduct of negotiations with the DBSA.
- 14.2 For the purposes of this clause 14, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.
- 14.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

15. COMPLAINTS ABOUT THE TENDERING PROCESS

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

16. CONFLICT OF INTEREST

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

17. LATE BIDS

- 17.1 Bids must be delivered by the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.
- 17.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.
- 17.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 17.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

18. BIDDER'S RESPONSIBILITIES

- 18.1 Bidders are responsible for:

- 18.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;
 - 18.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;
 - 18.1.3 ensuring that their Bids are accurate and complete;
 - 18.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
 - 18.1.5 ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
 - 18.1.6 submitting all Compulsory Documents.
- 18.2 South African bidders with annual total revenue of ZAR10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.
- 18.3 South African bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.
- 18.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.
- 18.5 Failure to provide the required information may result in disqualification of the Bidder.

19. PREPARATION OF BIDS

- 19.1 Bidders must ensure that:
- 19.1.1 their Bid is submitted in the required format as stipulated in this RFP; and

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

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 20.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 20.2 The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
- 20.3 The DBSA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the DBSA reasonably considers that the correction would materially alter the substance of the Bid or effect the fairness of the Tendering Process.

21. OBLIGATION TO NOTIFY ERRORS

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

22. RESPONSIBILITY FOR BIDDING COSTS

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

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

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

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

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

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

23.1.1 as required by law;

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

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

24. USE OF BIDS

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

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

25. BID ACCEPTANCE

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

26. EVALUATION PROCESS

26.1 The Bids will be evaluated and adjudicated as follows:

26.1.1 **First Stage – Test for administrative Responsiveness**

The test for administrative responsiveness will include the following:

Stage 1: Responsiveness

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

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

| Responsiveness Criteria | | Prequalifying Criteria | Applicable to this Tender (Y/N) |
|-------------------------|--|------------------------|---------------------------------|
| 1 | Adherence to submitting Tender as a two-folder tender. Folder 1: Functionality and returnable submission separate from Folder 2: Pricing proposal submission | Pre-Qualifier | Y |
| 2 | Attendance Register of the Compulsory Briefing Session attended by the Tenderer. | 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) |
|-------------------------|--|--------------------|---------------------------------|
| 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 to do business with the DBSA. | 7 Working days | Y |

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

26.1.2 Second Stage – Functional criteria

26.1.1 Only those Bidders who score **[56 out of 80]** points or higher during the functional evaluation of the Second Stage, will be shortlisted for presentations. Only those bidders who score **[14 out of 20]** points or higher out of 20 points will proceed to the Third Stage.

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

Bidders will be assessed on the functional criteria (Second Stage) as set out in this RFP. Only those Bidders which comply with the eligibility criteria will proceed to the second Stage.

Stage Gate 1(a)

| Section | Evaluation Criteria | Points Allocation | Weight |
|---------|--|--|--------|
| 1 | <p><u>Company Track Record and Experience</u></p> <p>The bidder must provide an indication of its track record of implementing Trade Finance Risk Model at other companies and the number of years of experience it acquired while implementing such solutions as well as at least three contactable references in the form of letters where the same support services have been implemented and supported successfully by the bidder in institutions similar in size or larger to the DBSA during the last five years.</p> <p>The bidder must provide signed reference letter with the company letterhead where the same or similar services were provided.</p> <ul style="list-style-type: none"> Information must include. <ul style="list-style-type: none"> (1), the scope or services provided and, (2) the value and impact of such work. | <p>1. Poor (0 points maximum) No company track record and experience information provided Irrelevant or no submission of Reference letters.</p> <p>2. Average (5 points maximum) Bidder company information shows a weak track record and shows minimal experience in implementing the same or similar solutions. One (1) relevant reference is submitted.</p> <p>3. Good (10 points maximum) Bidder company information shows an acceptable track record and shows the required experience in implementing the same or similar solutions. Less than 3 relevant references / older than 5 years relevant references are submitted.</p> <p>4. Excellent (15 points maximum) Bidder company information shows an exceptional track record and shows more than the required experience in implementing the same or similar solutions. Three (3)</p> | 15 |

| | | | |
|---|---|---|----|
| | | relevant references for Trade Finance Risk Model Implementation. Experience within the last five years. | |
| 2 | <p><u>Implementation Plan</u></p> <p>The bidder must provide and outline in a detailed project implementation plan the steps it will take for initial setup.</p> <ul style="list-style-type: none"> The implementation plan must include the following: <ul style="list-style-type: none"> project methodology, project plan/schedule, project start and end dates, major activities, milestones, critical path, skills and knowledge transfer strategy and plan, testing strategy and plan cutover strategy and plan | <p>1. Poor (0 points maximum) No project implementation plan and details provided</p> <p>Average (5 points maximum) Generic implementation plan and details provided (must not exceed 4 months)</p> <p>2. Good (10 points maximum) Semi detailed implementation plan and details provided (must not exceed 3 months)</p> <p>3. Good (15 points maximum) Detailed implementation plan and details provided (must not exceed 2 months) provided</p> | 15 |
| 3 | <p><u>Functional Requirements</u></p> <p>The bidder must describe, discuss, and/or detail the solution/proposal to meet and conform to ALL functional requirements as specified in this Terms of Reference (ToR), including but not limited to the following:</p> <ul style="list-style-type: none"> Risk Scoring Capabilities: PD, LGD and EAD Calculations Stress Testing Financial Statement Spreading Industry-Specific and Instrument-Specific Use Cases | <p>1. Poor (0 points maximum) Insufficient submission or irrelevant submission or no submission.</p> <p>2. Good (25 points maximum) Sufficient and relevant submission covering at least 70% of the business and functional requirements as specified in the document. Evidence needs to be included in the response showing how the Bidders solution meets the specified requirements.</p> <p>3. Excellent (40 points maximum)</p> | 40 |

| | | | |
|---|--|--|---|
| | <ul style="list-style-type: none"> • Climate Impact • Real-Time Data Update Support • Multi-User Collaboration capabilities • Cloud-Based Model • Performance • Maintenance and Support • Integrate with other systems • Access Control and Authentication • Data Encryption (In-transit and At-rest) • Data Privacy Compliance • Audit Trail and Governance • Training and Onboarding • Reporting • Risk Assessment Reports • Customizable Reporting • Report Output • The Bidder must provide coverage across Africa. • The Bidder must provide a solution that provides Trade Payment Behaviour Insights. | Sufficient and relevant submission covering 90% of the business and functional requirements. Evidence needs to be included in the response showing how the Bidder solution meets the specified requirements. | |
| 4 | <p><u>Testing Strategy</u> - describe the overall approach to testing and how users will confirm if the solution is ready for operational use.</p> | <p>1. Poor to Average (0 points maximum) No information provided</p> <p>2. Above Average to Good (2 points maximum) High-level testing strategy provided (includes but not limited to: testing approach, test plan and user acceptance testing)</p> <p>3. More than Good to Excellent (5 points maximum) Detailed testing strategy provided (includes but not</p> | 5 |

| | | | |
|---------------------|--|--|------------|
| | | limited to: testing approach, test plan and user acceptance testing) | |
| 5 | <u>Training and Knowledge Transfer Strategy</u> The service provider will be expected to propose a training and knowledge transfer strategy (for supporting the environment to the DBSA). As part of the response, the service provider must describe and discuss in detail the approach to be used for training and knowledge transfer to DBSA. | 1. Poor to Average (0 points maximum) No mechanism in place for managing knowledge transfer or training or irrelevant submission. 2. Above Average to Good (2 points maximum) Only able to provide training. 3. More than Good to Excellent (5 points maximum) Able to provide both knowledge transfer and training plus additional value add. | 5 |
| Total Weight | | | 80 |
| Threshold | | | 70% |
| Points | | | 56 |

Stage Gate 1(b)

| Section | Evaluation Criteria | Points Allocation | Weight |
|---------------------|---|--|------------|
| 7 | Provide a demo and presentation based on the following criteria: a. Proposed Solution b. All Solutions requirements | No demo or irrelevant demo provided = 0 points Demo addresses functional requirements only partially = 10 points (max) Demo addresses all functional requirements fully = 20 points (max) | 20 |
| Total Weight | | | 20 |
| Threshold | | | 70% |
| Points | | | 14 |

26.1.3 Third Stage – price

26.1.3.1 Those Bidders which have passed the First Stage (Responsiveness Test) and Second Stage (Functional Evaluation) of the tender process will be eligible to be evaluated on the Third Stage, based on price, in accordance with the PPPFA regulations.

26.1.3.2 The recommended preferred Bidder will be the Bidder with the lowest overall price in the Third Stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP, in line with the PPPFA Regulations.

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

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

27. Risk Analysis and Objective Criteria

Risk Analysis and Objective Criteria *(This must only be included in the tender document if it is applicable, ensure that the list is specific as to what your objective criteria are)*

The DBSA reserves the right to award the tender to the tenderer who scores the highest number of points overall in line with Section (2) (1) (f) of the PPPFA, unless there are objective criteria which will justify the award of the tender to another tenderer. The objective criteria that the DBSA may apply in this bid process includes:

- i. Any bidder that has a cumulative order book totalling 5 Awards with outstanding value, **may be excluded from further evaluation.**
- ii. Where a bidder has 5 active Awards with an outstanding value and the outstanding value is 10% or less, indicating the project is nearing completion, the bidder may be included **for further evaluation and/or recommendation for award.**
- iii. Where a bidder has 5 active Awards with an outstanding value and at least one of the projects has stalled for a period of 6 months or more, or the client has placed the project on hold indefinitely, the bidder may be included **for further evaluation and/or recommendation for award.**

- iv. The DBSA has the discretion to apply an objective criterion.

28. Due Diligence

DBSA shall perform a due diligence exercise on the preferred bidder to determine its risk profile. The due diligence exercise may take the following factors into account inter alia.

- a. **Judgements and criminal convictions**

DBSA may consider previous civil judgements against the preferred bidder as part of its risk assessment. DBSA may also consider whether the preferred bidder or any of its directors have been convicted of a serious offence.

- b. **Pending litigation/liquidation/business rescue (distinct from Working Capital)**

DBSA may consider any pending litigation in a court of law or administrative tribunal as part of its risk assessment.

- c. **Performance**

DBSA will not consider the Service provider having a history of poor performance on any task orders/purchase orders or contracts, including poor performance in respect of compliance with policies or procedures regarding safety, health, quality control or environment, or having committed a serious and gross breach of contract.

- d. **Reputational harm**

If DBSA is likely to suffer substantial reputational harm because of doing business with the preferred service provider, it may take this into account as part of its risk assessment.

- e. **Restricted/Blacklisted**

Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement.

- f. **Vetting**

The DBSA reserves the right to conduct vetting on the tenderer or any of its directors.

- g. **PEP Checks for both Companies and Individual directors, as well as Procure Check and or any other systems that the DBSA may choose to utilize (which may be conducted by an authorized third party) that would be done to assess all risks, including but not limited to**

- a. Financial stability of the bidder based on key ratio analysis ;
- b. Efficiency ;
- c. Profitability ;
- d. Financial Risk;
- e. Liquidity ;
- f. Acid Test ;
- g. Solvency; and
- h. Commercial relationship with a politically exposed and brand risk

- i. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.

- ii. The DBSA reserves the right to negotiate to ensure the value for money principle is not compromised.

29. Generally, suppliers have their own business standards and regulations. Although DBSA cannot control the actions of our suppliers, we will not tolerate any Illegal activities. These include, but are not limited to:

- Misrepresentation of any kind (e.g. origin of manufacture, specifications, intellectual property rights, etc.);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and
- Harassment, intimidation or other aggressive actions towards DBSA's employees.

30. STATUS OF BID

30.1 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.

30.2 A Bid must not be conditional on:

- 30.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained.
- 30.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation.
- 30.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent.
- 30.2.4 the Bidder obtaining the consent or approval of any third party; or
- 30.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

30.3 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).

30.4 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.

31. CLARIFICATION OF BIDS

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

31.2 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.

32. DISCUSSION WITH BIDDERS

32.1 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.

32.2 Where applicable, the DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.

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

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

32.4.1 conduct a site visit, if applicable.

32.4.2 provide references or additional information; and/or

32.4.3 make themselves available for panel interviews.

33. SUCCESSFUL BIDS

33.1 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.

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

33.3 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.

34. NO OBLIGATION TO ENTER INTO CONTRACT

34.1 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.

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

35. BIDDER WARRANTIES

35.1 By submitting a Bid, a Bidder warrants that:

- 35.1.1 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;
- 35.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
- 35.1.3 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;
- 35.1.4 it accepts and will comply with the terms set out in this RFP; and
- 35.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

36. DBSA'S RIGHTS

36.1 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:

- 36.1.1 cease to proceed with or suspend the Tendering Process prior to the execution of a formal written contract.
- 36.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
- 36.1.3 vary or extend any time or date specified in this RFP
- 36.1.4 terminate the participation of any Bidder or any other person in the Tendering Process.
- 36.1.5 require additional information or clarification from any Bidder or any other person;
- 36.1.6 provide additional information or clarification.
- 36.1.7 negotiate with any one or more Bidder;
- 36.1.8 call for new Bid.
- 36.1.9 reject any Bid received after the Closing Time; or
- 36.1.10 reject any Bid that does not comply with the requirements of this RFP.

37. GOVERNING LAWS

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



Terms of Reference

Financial and Non-Financial Institution Trade Finance Rating Model requirements and specification

1. Introduction

The Development Bank of Southern Africa (the “DBSA” or the “Bank”) primarily plays a key role in the planning, preparation, funding, building and maintenance phases of the infrastructure development value chain. All the value chain components incorporate fundamental administrative activities such as documentation, procurement, and reporting. The diagram below illustrates our infrastructure value chain, numerous services, and key target markets per value chain segments.

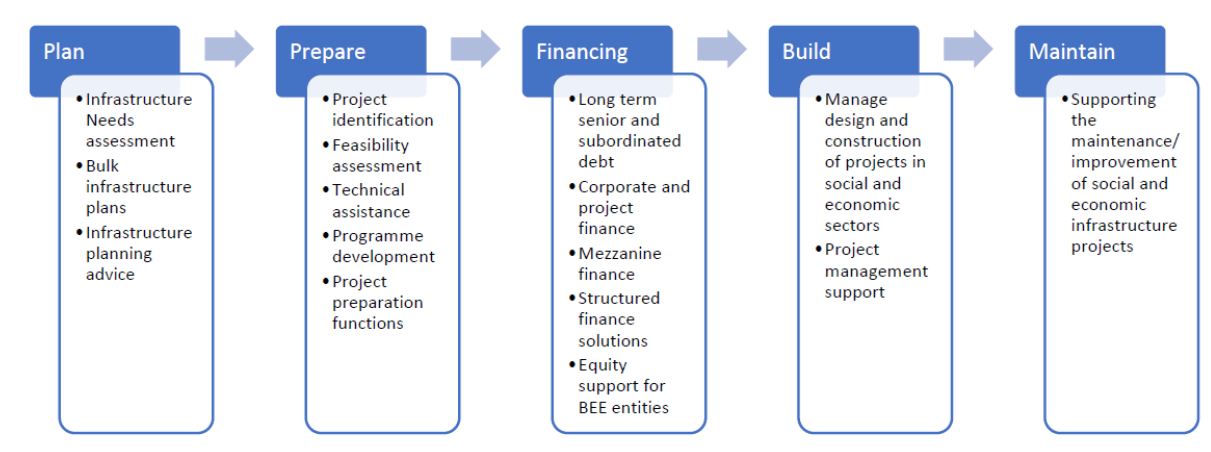


FIGURE 1: DBSA VALUE CHAIN

South Africa has concluded various binational and trade agreements with countries across the continent to support broader regional integration, in line with the SADC (Southern African Development Community) Integrated Infrastructure Development Plan, the Programme for Infrastructure Development in Africa (PIDA) and the African Union’s (AU) Agenda 2063. The regional development and integration strategy of the DBSA is aimed at both SADC and the rest of Africa.

2. Background and Context

The DBSA strategy is focused on accelerating inclusive development in Sub-Sahara Africa by expanding access to development finance. As such, the Bank has embarked on a new product

that seeks to support trade finance transaction across the African continent, in support of the African Continental Free Trade Agreement (AfCFTA). The Bank is currently seeking a new Credit Rating Model that caters for trade finance transactions in a phased approach.

Phase 1 – Funded and unfunded lines of credit to financial institutions and non-banking financial institutions.

Phase 2 – Should entail a broader scale product offering to the market.

The model must support credit risk rating for financial institutions and non-bank financial institutions offering trade finance as a product under Phase 1. Furthermore, the solution must be scalable to extend credit risk rating capabilities in Phase 2 to include the following trade finance products:

- Letters of Credits,
- Bank Guarantees – Performance/ Payment Guarantees
- Normal Trade Loans,
- Pre and POST Export and Shipment, Factoring, Forfaiting
- Supply Chain Finance, etc.
- Bonds
- Credit Insurance
- Invoice
- Bill of Exchange
- Supply chain finance
- LC Refinancing
- Tolling
- Borrowing base facilities
- Export and agency Financing
- Inventory finance
- Loans/Lines of Credit to financial institutions and non-financial institutions

3. Objectives

The DBSA expects the following objectives to be met with the provision of a Financial and Non-Financial Trade Finance Rating Model:

- Strategic – Support the implementation of the DBSA's diversification into trade finance for Phase 1 and 2.
- Operational – Rate trade transactions (reduce approval time).
- Financial – Improve risk-adjusted returns on DBSA's trade finance portfolio.

4. Scope of Work

DBSA seeks to appoint a single reputable service provider for a period of 36 months (3 years) to provide a financial institutions and non-bank financial institutions Trade Finance Rating Model(s) which includes the following:

- 4.1. Software as a Service (SaaS) Cloud-based (off-the-shelf): A flexible, rapid deployable and scalable model which adheres to Basel III/IV, IFRS 9, etc.
- 4.2. Credit Risk Quantification: Qualitative/quantitative input, Calculation of PD (Probability Default), LGD (Loss Given Default), and EAD (Exposure at Default), Trade payment behaviour insights.
- 4.3. Data Management & Analysis: Financial statement spreading across multiple languages and various accounting standards, stress testing, climate impact, Early warning signals, ratio analysis, peer group analytics.
- 4.4. Operational Features: Audit trails, alerts, role-based access, multi-user support and integration into other systems, underlying model documentation.

5. Requirements

The Service Provider will be evaluated against, among others; their responses in how they will address the requirements defined in this section.

5.1. Business Requirement

| Req ID | Requirement |
|--------|---|
| BR001 | The bidder must provide a detailed explanation of how their credit rating model functions, including how it will incorporate both the current and new environment the DBSA is transitioning to. |
| BR002 | The bidder must demonstrate that their services and infrastructure are scalable, adaptable, and capable of supporting DBSA's evolving and expanding needs. |
| BR003 | The Bidder must provide coverage across Africa. |
| BR004 | The Bidder must provide a solution that provides Trade Payment Behaviour Insights. |

5.2. Functional Requirements

| Req ID | Requirement | Requirement Description |
|--------|--|--|
| FR001 | Risk Scoring Capabilities: PD, LGD and EAD Calculations | The model(s) must: <ul style="list-style-type: none">○ Calculate Probability of Default, Loss Given Default and Exposure at Default.○ Conduct evaluations of peer groups.○ Employ statistical methods using historical and current data. |
| FR002 | Stress Testing | The model(s) must: <ul style="list-style-type: none">○ The model must support multiple stress-testing scenarios (mild, moderate, severe).○ The model must produce impact reports loss/ gain projections, i.e. scenario conditioned credit metrics. |

| | | |
|-------|--|--|
| FR003 | Financial Statement Spreading | Financial statements spreading across multiple languages and various accounting standards languages and standards. Standardisation in line with IFRS reporting requirements. |
| FR004 | Industry-Specific and Instrument-Specific Use Cases | <p>The model must support credit risk assessment for a range of Trade Finance instruments including but not limited to the following:</p> <ul style="list-style-type: none"> ○ Receivables-based financing ○ Reverse factoring ○ Forfaiting ○ Trade credit insurance |
| FR005 | Climate Impact | Quantify the impact of Environmental Social and Governance (ESG) factors on credit worthiness. |
| FR006 | Real-Time Data Update Support | <p>The model must support Real-time ingestion of financial and market data that provides early warning signals with notifications.</p> <p>Continuous risk metric recalculation based on latest inputs.</p> |
| FR007 | Multi-User Collaboration capabilities | <p>The model must allow secure, concurrent access and editing by multiple users.</p> <p>Real-time collaboration on risk assessments with role-based access controls.</p> |
| FR008 | Cloud-Based Model | <p>The model must be:</p> <ul style="list-style-type: none"> ○ A rapid deployable SaaS cloud native. ○ Capable of auto-scaling based on demand. ○ Support high availability and disaster recovery. |
| FR009 | Performance | <p>The model must:</p> <ul style="list-style-type: none"> ○ Support high-volume concurrent processing. ○ Latency for real-time scoring should be under 5 seconds for individual assessments. |
| FR010 | Maintenance and Support | <p>Solution must include:</p> <ul style="list-style-type: none"> ○ Documentation (user guides, admin manuals, API references, Clear model methodology etc). ○ Regular updates for compliance and performance. ○ Technical support with defined SLAs. ○ Backup Strategy/ Policy. |

5.3. Transition Requirements

| Req ID | Requirement | Requirement Description |
|--------|-------------------------|---|
| TR001 | Training and Onboarding | Training programs must be provided for end-users and administrators on the model's functionalities, reporting, and maintenance. |

5.4. Integration Requirements

| Req ID | Requirement | Requirement Description |
|--------|------------------------------|--|
| IR001 | Integrate with other systems | The model should have capabilities to integrate with other system. The Model should have API capabilities. |

5.5. Security Requirements

| Req ID | Requirement | Requirement Description |
|--------|--|--|
| SOC001 | Access Control and Authentication | <ul style="list-style-type: none">○ The model must implement robust role-based access control (RBAC) mechanisms to restrict user access to data and functionalities based on their defined roles.○ The Model must support strong authentication method, multi-factor authentication with SMS verification method and Authenticator and/or Single Sign On. |
| SOC002 | Data Encryption (In-transit and At-rest) | <ul style="list-style-type: none">○ All sensitive financial and risk data must be encrypted both during transmission (in-transit) and when stored (at-rest) to protect against unauthorized access. |
| SOC003 | Data Privacy Compliance | <ul style="list-style-type: none">○ The model must comply with relevant data privacy regulations (e.g., POPIA) regarding the collection, processing, and storage of personal and financial information. |
| SOC004 | Audit Trail and Governance | All risk assessments, changes, and user actions must be logged with: |

| | | |
|--|--|--|
| | | <ul style="list-style-type: none"> ○ Timestamp. ○ User ID. ○ Description of action. <p>Audit logs must be immutable and exportable.</p> |
|--|--|--|

5.6. Reporting Requirements

| Req ID | Requirement | Requirement Description |
|--------|--------------------------------|--|
| RR01 | Reporting | The model must generate reports compliant with Basel III/IV, IFRS 9, and other relevant regulatory standards. Reports should be exportable in common formats (e.g., XLSX, PDF) in a compressed and detailed formats. |
| RR02 | Risk Assessment Reports | The model must generate detailed and summary risk assessment reports for individual entities and portfolios, including financial and non-financial scores, LGD, EAD, and stress testing results. |
| RR03 | Customizable Reporting | Users must be able to customise and generate ad-hoc reports. |
| RR04 | Report Output | The service provider must also include the tool's logical data model and relevant metadata for ease of use by the DBSA. |

6. Competency and Expertise Requirements

The service provider must be able to demonstrate the experience, knowledge, and skills to successfully and reliably provide the Financial and Non-Financial Institution Trade Finance Rating Model solution. The proposal should include the following:

a. Company Overview

A brief outline of the Service Provider's experience as well as pertinent corporate details including full legal company name; the year the business was established; and the number of people currently employed.

b. Company Experience

The service provider must have an implementation experience of at least three (3) similar projects completed in the last five (5) years.

7. Project Reporting Requirements

The successful bidder will report to the relevant project governance structures based on the DBSA project methodology as indicated below:

- The service provider will report to the DBSA Head: Credit Lab, in conjunction with ICT or delegated Head.
- The service provider will be expected to conclude an SLA with the DBSA and report regularly as proposed by the DBSA Head: Credit Lab, in conjunction with ICT Head delegated Head with regards to the performance of the SLA.
- The service provider will be expected to engage regularly with the DBSA Head: Credit Lab, as per the schedule and deliverables that will be agreed between the parties.
- The service provider will be expected to avail the environment to periodic audit to validate the services being offered.
- The service provider will be expected to conduct quarterly vulnerability and threat assessments and a quarterly report on their business continuity capability.

8. Pricing, Contracts and Payment Terms

- **Payments:** Payment will be made within 45 days of the achievement of the specific work deliverables and milestones as agreed within the Project Scope of Work.
- **Agreed Fees:** The service provider shall be required to undertake the assignment within the agreed fee set as per the proposal and no increase in fees or upfront payment of fees for work not completed will be negotiated.
- **Foreign Exchange Rates:** The service provider is expected to account and take into consideration any fluctuations in foreign exchange rates.
- **Project Costs:** The service provider shall provide the total fixed price for the project based on the Scope of Work.
- **Pricing Proposal:** The service provider shall provide their pricing proposal based on the completion of the scope of work.

9. Information Supplied by the DBSA

The DBSA will provide the appointed Financial and Non-Financial Institution Trade Finance Rating Model service provider access to the following roles for assistance for the duration of the contract period:

| Role | Description |
|------------------------|---|
| Technology Owner | Management and Technical Direction |
| Enterprise Architect | Responsible for providing guidance on the architecture requirements, standards, deliverables, artefacts, methodology, framework, and governance of the DBSA |
| Project Manager | To Manage the Implementation. |
| Subject Matter Experts | As required. |

Table 1: DBSA Supporting Roles

10. 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 retain the right not to select any service provider.
- ✓ To cancel the request for proposals.

11. Confidentiality and Intellectual Property

All Information contained in this Request for Proposals (RFP), including any attachments, annexures, or related documentation, is confidential and remains the exclusive property of the DBSA. This information is provided solely for the purpose of enabling the recipient to prepare and submit a proposal in response to this RFP. Recipients shall not disclose, reproduce, or use any part of this RFP or its contents for any purpose other than the preparation of a proposal, without the prior written consent of the DBSA. Any unauthorised use or disclosure may result in disqualification from the procurement process and/or legal action.

All intellectual property rights in any materials, reports, data, or deliverables specifically developed for and paid for by the DBSA under the resulting contract shall vest in the DBSA. Any pre-existing intellectual property, proprietary models, software, or methodologies owned by the appointed service provider and used in the performance of the contract shall remain the property of the service provider.

The service provider shall grant the DBSA a non-exclusive, license to use any such proprietary tools, models, or methodologies to the extent they are embedded in or necessary for the use of the deliverables provided under the contract

ANNEXURE A PRICING SCHEDULE

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

This template must be completed in full and included to Pricing Proposal submitted.

The expectations for pricing and contract options of this proposal are outlined below:

- The expected contract period is three (3) years. A separate schedule must be proposed with three (3) years pricing categorized yearly (with any expected escalations). See Pricing Table provided below.
- Service providers should clearly document contract termination options and charges.
- Service providers should provide complete “packaged” pricing for infrastructure provisioning and services for Disaster Recovery capability as described in the requirements above.
- Storage costs must be clearly articulated.
- Standard Financial and Non-Financial Institution Trade Finance Rating Model pricing for base services must be clearly documented along with the costs associated with spinning up servers (the Pay-as-You-Go or Pay-as-You-Use model).
- Service Providers must provide tiered pricing for the various services offered in a Financial and Non-Financial Institution Trade Finance Rating Model where available.
- Operational pricing must be expressed as baseline minimums with incremental tiered cost for increased consumption of infrastructure to accommodate growth.
- Service providers must provide pricing based on the items below and ensuring that all elements of the scope are addressed:
 - Risk Scoring Capabilities: PD, LGD and EAD Calculations
 - Stress Testing
 - Financial Statement Spreading
 - Industry-Specific and Instrument-Specific Use Cases
 - Climate Impact
 - Real-Time Data Update Support
 - Multi-User Collaboration capabilities
 - Cloud-Based Model
 - Performance
 - Maintenance and Support
 - Integrate with other systems
 - Access Control and Authentication
 - Data Encryption (In-transit and At-rest)
 - Data Privacy Compliance
 - Audit Trail and Governance
 - Training and Onboarding
 - Reporting
 - Risk Assessment Reports

- Customizable Reporting
- Report Output
- The Bidder must provide coverage across Africa.
- The Bidder must provide a solution that provides Trade Payment Behaviour Insights.
- Training and skills transfer.
- Payment terms will be negotiated and agreed with the winning service provider during contracting.
- The service provider must utilize the table below as base for pricing:

| Pricing (Recurring) | | | | |
|------------------------------|--|---|---|---|
| Service Description | Pricing (ZAR) | | | |
| | Once-Off Non-Recurring Costs (if Applicable) | Year 1 Monthly Recurring Costs x 12 to consolidate into Yearly Recurring Costs (if Applicable) | Year 2 Monthly Recurring Costs x 12 to consolidate into Yearly Recurring Costs (if Applicable) | Year 3 Monthly Recurring Costs x 12 to consolidate into Yearly Recurring Costs (if Applicable) |
| Software | | | | |
| Installation and Setup | | | | |
| Support, Procedures and SLAs | | | | |
| Testing | | | | |
| Other (if any) | | | | |
| Sub-Total Price | | | | |
| VAT @ 15% | | | | |
| Grant Total Price | | | | |

RESERVATIONS

The DBSA expressly reserves the following rights:

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

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.

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

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

RFP142/2025: Financial and Non-Financial Institution Trade Finance Rating Model requirements and specification

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF ALL TAXES IS

.....
..... (in words); ZAR (in figures),
.....

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

Signature(s) _____

Name(s) _____

Capacity _____

For the
Tenderer _____
(Name and address of organisation)

Name and
signature of
witness _____ **Date** _____

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

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

2.2.1 If so, furnish particulars:
.....
.....

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

2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

SBD 4

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) Specific Goals (namely, BBBEE status level of contributor).

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

| | POINTS |
|---|------------|
| PRICE | 80/90 |
| PREFERENCE POINTS | 20/10 |
| Total points for Price and Preference Points | 100 |

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the

80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|--|--|--|--|
| 1 | 10 | 20 | | |
| 2 | 9 | 18 | | |
| 3 | 6 | 14 | | |
| 4 | 5 | 12 | | |
| 5 | 4 | 8 | | |
| 6 | 3 | 6 | | |
| 7 | 2 | 4 | | |
| 8 | 1 | 2 | | |
| Non-compliant contributor | 0 | 0 | | |

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered

as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:.....

ADDRESS:.....

.....

.....

RESTRICTED SUPPLIERS

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>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | <p>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?</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | <p>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?</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |

Annexure D

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 E

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

Annexure F

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

Annexure G

Bidders are required to include, as Annexure 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 H

[General Conditions of Contract]

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

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

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

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

Annexure I

Tax Compliant Status and CSD Registration Requirements

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

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

CSD Registration Number:



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

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