

REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED		
BID NUMBER:	RFP074/2021	
NON-COMPULSORY BRIEFING SESSION DETAILS:	N/A	
CLOSING DATE:	23 April 2021	
CLOSING TIME:	00H00	
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	120 days	
DESCRIPTION OF BID:	Appointment of a service provider to provide, implement, support and maintain a hyper- converged infrastructure solution for the IPP Office over a period of five (5) years.	
BID DOCUMENTS DELIVERY ADDRESS:	1. ELECTRONIC SUBMISSIONS	
	1. ELECTRONIC SUBMISSIONS INSTRUCTIONS:	
	 <u>INSTRUCTIONS:</u> Bidders are required to issue Tender Submission Link requests and a enquiries to VusiSCM@dbsa.org ONLY; 	
	 INSTRUCTIONS: Bidders are required to issue Tender Submission Link requests and a enquiries to VusiSCM@dbsa.org ONLY; No – Tender Submission Link requests will be accepted after 16h00 on the 19th of April 2021. Any requests after the stipulated date and to 	
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Closing date 23 April 2021 before 00:00 all bids must be in on the 23rd of April 2021 NAME OF BIDDER:

NB: Electronic submission is encouraged for all bidders interest in this tender bid

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 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: RFP074/2021

DESCRIPTION:

Appointment of a service provider to provide, implement, support and maintain a hyperconverged infrastructure solution for the IPP Office over a period of five (5) years.

NON-COMPULSORY BRIEFING: N/A

LINK REQUESTS: No – Tender Submission Link requests will be accepted after **16h00** on the on the **19**th of **April 2021**. Any requests after the stipulated date and time will be disregarded.

CLOSING DATE: 23 April 2021

CLOSING TIME: 00H00

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

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

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

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

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

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

11.1	ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]
11.2	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	YesNo
	/SERVICES /WORRS OF FERED!	[IF YES ANSWER PART B:3 BELOW]
11.3	SIGNATURE OF BIDDER	
11.4	DATE	
11.5	FULL NAME OF AUTHORISED REPRESENTATIVE	
11.6	CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)	

PART B TERMS AND CONDITIONS FOR BIDDING

	TERMS AND CONDITIONS FOR BIDDING
1.	
1.1.	BIDS MUST BE SUBMITTED ELECTRONICALLY (ONE DRIVE LINK) BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF $\ \ TCS\ /\ PIN\ /\ CSD\ NUMBER.$
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

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.

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

☐ YES ☐ NO

PART C

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

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

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

YES	NO	
		One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation Folder 2 - Price / Financial Proposal – Electronic submission
		Part A: Invitation to Bid
		Part B: Terms and Conditions of Bidding
		Part C: Checklist of Compulsory Returnable Schedules and Documents
		Part D: Conditions of Tendering and Undertakings by Bidders
		Part E: Specifications/Terms of Reference and Project Brief
		Annexure A: Price Proposal Requirement
		Annexure B: SBD4 Declaration of Interest
		Annexure C: SBD6.1 and B-BBEE status level certificate
		Annexure D: SBD8: Declaration of Bidder's Past Supply Chain Practices
		Annexure E: SBD9: Certificate of Independent Bid Determination
		Annexure F: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation

	Annexure G: Certified copies of latest share certificates, in case of a company.
	Annexure H: (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium.
	Annexure I Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.
	Annexure J: General Condition of Contract
	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, 2017.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 Compulsory Documents means the list of compulsory schedules and documents set out in Part B.
- 1.9 Closing Time means the time, specified as such under the clause 4 (Bid Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 Evaluation Criteria means the criteria set out under the clause 27 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- 1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.14 Intellectual Property Rights includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.

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

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: VusiSCM@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	30 / 03 / 2021	
RFP document available	30 / 03 / 2021	
Closing date for tender enquiries	19 / 04 / 2021	
Link requests	19 / 04 / 2021 by 16h00	
Closing date and time	23 / 04 / 2021 at 00h00	
Intended completion of evaluation of tenders	TBA	
Intended formal notification of successful	TBA	
Bidder(s)		
Signing of Service Level Agreement	ТВА	
Effective date	ТВА	

5. SUBMISSION OF TENDERS

Instructions:

- ➤ Bidders are required to issue Tender Submission Link requests and all other enquiries to VusiSCM@dbsa.org ONLY;
- ➤ No Tender Submission Link requests will be accepted after 16h00 on the 19th of April 2021. Any requests after the stipulated date and time will be disregarded.
- > Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.

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

6. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

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

7. STATUS OF REQUEST FOR PROPOSAL

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

8. ACCURACY OF REQUEST FOR PROPOSAL

- 8.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 8.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy,

- ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).
- 8.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

9. ADDITIONS AND AMENDMENTS TO THE RFP

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

10. REPRESENTATIONS

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

11. CONFIDENTIALITY

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

12. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

- 12.1 All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.
- 12.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to vusiSCM@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, (vusiSCM@dbsa.org)
- 16.2 The written complaint must set out:
 - 16.2.1 the basis for the complaint, specifying the issues involved;
 - 16.2.2 how the subject of the complaint affects the organisation or person making the complaint;
 - 16.2.3 any relevant background information; and
 - 16.2.4 the outcome desired by the person or organisation making the complaint.
- 16.3 If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA, and delivered to the physical address of the DBSA, as notified.

17. CONFLICT OF INTEREST

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

18. LATE BIDS

- 18.1 Bids must be delivered by the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.
- 18.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.
- 18.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 18.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

19. BIDDER'S RESPONSIBILITIES

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

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

20. PREPARATION OF BIDS

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

21. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

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

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

22. OBLIGATION TO NOTIFY ERRORS

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

23. RESPONSIBILITY FOR BIDDING COSTS

- 23.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.
- 23.2 The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:
 - 23.2.1 the Bidder is not engaged to perform under any contract; or
 - 23.2.2 the DBSA exercises any right under this RFP or at law.

24. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

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

25. USE OF BIDS

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

26. BID ACCEPTANCE

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

27. EVALUATION PROCESS

27.1 The Bids will be evaluated and adjudicated as follows:

27.1.1 First Stage – Test for administrative Responsiveness

The test for administrative responsiveness will include the following:

Stage 1: Responsiveness

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

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

	Responsiveness Criteria	Prequalifying Criteria	Applicable to this Tender (Y/N)
	Adherence in submitting Tender as two stage Folders .		
1	One folder (1) for Technical plus / and compliance	Pre-Qualifier	Y
	documents and a separate folder (2) for Pricing.		
	Proof of Registration and Accreditation from Microsoft		
2	and relevant technology supplier (such as HPE, Dell,	Pre-Qualifier	Y
	IBM, Cisco etc)		

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)
3	Standard conditions of tender as required.	48 hours	Υ
4	Returnable documents completed and signed.	48 hours	Υ
5	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: N.B - Bidder must be fully registered & tax compliant in order to do business with the DBSA.	48 Hours	Υ
6	A valid and active Tax Compliance Status Pin issued by SARS.	48 hours	Υ

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

27.1.2 Second Stage – Eligibility criteria

The Functional Criteria that will be used to test the capability of Bidders are as follows: The technical proposal will be evaluated according to the following criteria and scoring system. The technical score will be calculated out of 100 points, and only those bids that achieve a threshold of **70 points** for the technical proposal will move to the next level of evaluation where a score for price and BBBEE.

Bidders will be evaluated according to the technical evaluation criteria described on the terms of reference **page 57 - 59**. Bidders with a minimum score of Technical score of **70%** will be evaluated further.

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

27.1.3 Third Stage – price and preferential points

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

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

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

27.3 Qualification: Pre-Qualifying Criteria

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

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

27.4 Second Stage: Functional Evaluation Criteria

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

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

27.2 Third Stage: Price and Preferential Points Assessment

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

Price points 80
Preferential procurement points 20

27.2.2 **Price points**

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

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

Where:

Ps = Points scored for comparative price of tender or offer under consideration:

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

27.2.3 Preferential procurement points

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

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

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

27.2.4 Total

The total points scored by each Bidder will be calculated by adding the points scored for price (out of 80) to the points scored for preferential procurement (out of 20).

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

28. STATUS OF BID

- 28.1 Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.
- 28.2 A Bid must not be conditional on:

- the Board approval of the Bidder or any related governing body of the Bidder being obtained;
 the Bidder conducting due diligence or any other form of enquiry or investigation;
 the Bidder (or any other party) obtaining any regulatory approval or consent;
 the Bidder obtaining the consent or approval of any third party; or
 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
- 28.3 The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
- 28.4 The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

29. CLARIFICATION OF BIDS

- 29.1 The DBSA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought or discussions are had in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disgualification.
- 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:
 - 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;
 - it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
 - 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;
 - it accepts and will comply with the terms set out in this RFP; and
 - it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

34. DBSA'S RIGHTS

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

35. GOVERNING LAWS

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

36. MANDATORY QUESTIONS

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

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

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

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

36.1.3

The DBSA shall not be liable for any costs incurred by the	Comply/Accept	Do not
Bidder in the preparation of response to this RFP. The		comply/Do
preparation of response shall be made without obligation		not accept
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.		

36.1.4

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

36.1.5

In	the	case	of	Consortium,	Joint	Venture	or	Comply/Accept	Do	not
sub	contra	actors,	Bidde	ers are require	d to pro	vide copies	s of		comply/De	0
sigi	ned a	greeme	ents	stipulating the	work s	plit and Ra	and		not accep	t
val	Je.									

In	the	case	of	Consortium,	Joint	Venture	or	Comply/Accept	Do	not
sub	ocontra	actors,	all	Bidders are	required	d to prov	/ide		comply/Do	0
ma	ndato	ry docu	ımer	nts as stipulate	d in Par	t C: Checl	klist		not accep	t

of Compulsory Returnable Schedules and Documents of	
the Tender Document.	

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

36.1.8

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

36.1.9

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

36.1.10

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

36.1.11

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

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

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

36.1.14

Delivery of and acceptance of correspondence between	Comply/Accept	Do not
the DBSA and the Bidder sent by prepaid registered post		comply/Do
(by air mail if appropriate) in a correctly addressed		not accept
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.		

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

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

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

36.1.17

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

36.1.18

Failure or neglect by either party to (at any time) enforce	Comply/Accept	Do	not
any of the provisions of this proposal shall not, in any		comply/Do	not
manner, be construed to be a waiver of any of that party's		accept	
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.			

Bidders who make use of subcontractors:	Comply/Accept	Do	not
		comply/Do	not
		accept	
1. It is the responsibility of the Bidder to select competent			
subcontractors that meet all the 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.	

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

36.1.21

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

Evaluation of Bids shall be performed by an evaluation	Comply/Accept	Do	not
panel established by the DBSA.		comply/Do	not
		accept	

Bids shall be evaluated on the basis of conformance to
the required specifications (functionality) as outlined in
the RFP. For Bids considered for price and preference
evaluation, points shall be allocated to each Bidder, on
the basis that the maximum number of points that may be
scored for price is 80, and the maximum number of
preference points that may be claimed for B-BBEE status
level of contributor (according to the PPPFA Regulations)
is 20.

If	the	successful	Bidder	disregards	contractual	Comply/Accept	Do	not
spe	ecifica	tions, this act	ion may r	esult in the te	ermination of		comply/De	0
the	contr	act.					not accep	t

36.1.24

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

36.1.25

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

Upon receipt of the request to extend the validity period of	Comply/Accept	Do r	not
the Bid, the Bidder must respond within the required time		comply/Do	
frames and in writing on whether or not he agrees to hold		not accept	

his original Bid response valid under the same terms and	
conditions for a further period.	

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

36.1.28

Tax Compliance Status either on CSD National Treasury Database or SARS eFiling System as a Condition for Appointment/Award of the Bid.	Comply/Accept	Do not comply/Do not accept
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.		

36.1.29

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

The following will be grounds for disqualification:	Comply/Accept	Do not	
Unsatisfactory performance under a previous		comply/Do not	
public contract in the past 5 years, provided that		accept	

	notice of such unsatisfactory performance has been given to the bidder; and/or		
•	The bidder or any of its directors have committed a corrupt or fraudulent act in competing for the appointment; and/or		
•	The bidder or any of its directors have been convicted of fraud or corruption in the last 5 years; and/or		
•	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		
•	Bids received after the stipulated closure time will be immediately disqualified; and/or		
•	Bidders whom have recently completed or currently performing, or to commence work on specific categories of services may be excluded to enable the Bank manage its concentration risk. This threshold is currently set at R10 million for consultancy services.		
O: 1	(-) (-) (-)		2-1-
Signat	ure(s) of Bidder or assignee(s)	I	Date
	of signing person (in block letters)		Date
	of signing person (in block letters)	[Date
Name Capac	of signing person (in block letters)		Date
Name Capac Are yo	of signing person (in block letters)		Date
Name Capac Are yo	of signing person (in block letters) sity ou duly authorized to sign this Bid?		Date
Name Capac Are yo	of signing person (in block letters) bity ou duly authorized to sign this Bid? of Bidder (in block letters)		Date
Name Capac Are yo Name	of signing person (in block letters) sity ou duly authorized to sign this Bid?		
Name Capac Are yo Name	of signing person (in block letters) eity ou duly authorized to sign this Bid? of Bidder (in block letters) address (in block letters)		

Telephone Number:	FAX number
Cell Number:	
Fmail Address	

PART E TERMS OF REFERENCE & PROJECT BRIEF

1. INTRODUCTION

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

As part of the DBSA's ongoing support to the DMRE in terms of the Memorandum of Agreement (MoA), the DBSA is requested to assist the IPP Office (IPPO) with the appointment of a service provider to provide, implement, support and maintain a hyper-converged infrastructure solution for the IPP Office over a period of five (5) years.

2. PURPOSE

The intent of this Request for Proposal (RFP) is to appoint a suitable service provider to supply, install and configure the new ICT Infrastructure required by the IPPO, as well as migrate the current servers, systems, applications and data from the current ICT infrastructure, incorporating best practice in terms of security and functionality.

3. BACKGROUND

The IPPO currently has HPE servers and a Dell EMC storage solution that have reached the end of its life. The current solution consists of 4 physical servers, which is also hosting some virtual servers.

The current state of the IPPO infrastructure provides the ICT team with the ideal opportunity to re-engineer the ICT Infrastructure environment to better support the operational requirements of the IPPO.

The goal is to find a highly secured, hyper-converged infrastructure solution to completely replace the current solution and to migrate the entire ICT environment keeping the following principles in mind:

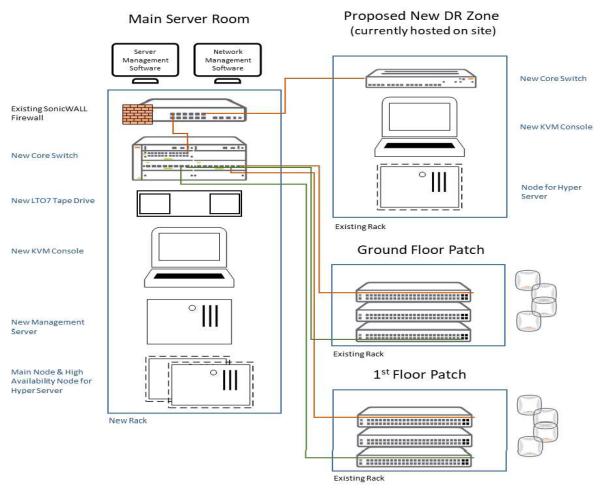
• It should be **highly secured** with a unified approach to protect the entire solution from a hardware and software point of view;

- All data at rest and in motion should be encrypted;
- Must be highly fault-tolerant and agile; and Flexible
- to meet peak workloads demands.

4. SCOPE OF WORK

4.1. PROVISIONING OF EQUIPMENT

The diagram below provides a high-level view of the envisaged network & infrastructure design required by the IPPO ICT team:



High level; the following items will therefore be required.

6 Rack Requirements:

42U Rack Complete (at least 600mmx1075mm, shock resistant with Side Panels and

Baying), with Rack Ballast and Stabilizer kits etc.

• 2x Vertical internal PDUs with 20 Outlets each with a 3-wire 32A/230V socket plug



- 2x 18.5" Rackmount KVM Console Kit (Server room Rack & New DR Rack)
- 1x 8 Port KVM Console, switch and Cables (Server Room Rack)
- 1x 4 Port KVM Console, switch and Cables (New DR Rack)
- Black Universal Filler panels (Only for Main Server Room Rack) to close off all open space after installation
- Brush Panels as required
- Any other item required to complete the rack setup

6 Server Requirements:

3 Server Nodes for the hyper converged server environment (1 Active, 1 High Availability & 1 in Disaster Recovery (DR) Zone):

- Each Node scoped to deliver server, compressed storage, and networking services.
- Redundancy is crucial as the solution will be hosting the IPPO's core systems and must be fault tolerant with no single point of failure (high availability).

Minimum Specifications for each Node:

- Gen 10 Intel Xeon-Gold 5120 (2.2ghz/14-Core) Processor (similar or better).
- ~384GB DDR4 Memory
- ~40TB Storage Kit (12 x 1.92TB Series SSDs)
- 10GB 2-port SFP + adaptors
- Internal SAS Controller (if required)
- Rail Kit
- 1G SFP Transceivers & patch cables required to connect solution to Core Switch PCIe
- Accelerator Card for write processing, Caching, Deduplication and compression Hyper
- Converged Software
- Built in Integrated Backup
- Built in Deduplication and Compression
- Any other item required to complete the server setup

All Components Factory Integrated

• Any other component required to complete the node setup

6 Management Server Requirements (To manage the solution & backups):

- Gen10 Intel Xeon-Silver 4110 (2.1GHz/8-core/85W) Processor Kits
- 2x 32GB DDR4 Memory Kit
- 6x 2TB SAS 7.2K HDDs
- Internal SAS Controller (if required)

12G SAS PCIe Controller & cable to connect to a backup tape drive. Rail Kit

•

•

- 1G SFP Transceivers & patch cables required to connect solution to Core Switch Any
- other component required to complete the server setup

6 Backup Tape Drive:

- LTO8 Tape backup drive
- 24x LTO8 Tapes for 12 (monthly) backups.
- Any other component required to complete the backup setup

6 Network Requirement:

- 1x Core Switch build for virtualisation and redundancy, including Intelligent Management that provide advanced monitoring and reporting services on statistics, history, alarms, and events for main server room.
 - Sufficient SFP connectivity, with provision for redundancy routes
 - At least 2x8 POE+ Ports for connecting other services, with provision for redundancy routes.
- 1x Switch to connect DR Node to the solution.
- 2 clusters of 3x 48G POE+4SFP Field switches, DAC connected, with dual fibre back to Core Switch.
- Wireless Access Points (WAP) to cover 2 floors of +- 1000sqm each
- 1G SFP SMF/MMF Transceivers required to connect solution (SMF/MMF to be finalised during scoping discussion post appointment) to Core Switch.
- Any other component required to complete the network setup (etc. fibre patch lead etc.)

6 Software Requirements:

- VMware vSphere Enterprise
- VMware vCenter Server Standard for vSphere
- Veeam Public Sector Backup and Replication Universal 5yr Subscription with 24x7
 Support
- Secure Encryption (Data at Rest and in motion) for all servers and nodes.
- Software to manage and secure devices connecting to the network, and WAP.

6 Microsoft Software (OLP NL Gov Licenses) required:

- 1X Windows Server 2019 Datacentre Edition for all Nodes
- 1x Windows Server 2019 Standard Edition for the Management Server

150x WinSvrCal 2019 OLP NL Gov UsrCal

- 5x WinRmtDsktpSrvcCal 2019 OLP NL Gov UsrCal
- 5x MS SQLSvrStd 2017 OLP NL Gov
- 25x MS SqlCal 2017 OLP NL Gov UsrCal

4.2. SOLUTION INSTALLATION AND CONFIGURATION (PRODUCTION AND DR)

Installation and configuration of the hyper-converged infrastructure and network as per the high-level design including:

- 4.2.1. Onsite Installation and start up services for Hyper Converged, Network, DR Replication and Backup solution as per the design.
- 4.2.2. Install Microsoft Windows Servers and configure as per scoping meeting: Roles/services to be provisioned include:
 - Active Directory structure,
 - DNS,
 - DHCP,
 - Group Policies,
 - Windows Server Update Services (WSUS),
 - Backup policies,
 - Microsoft SQL,
 - Microsoft IIS,
 - Network switches configuration and security policies.
- 4.2.3. Physical-to-Virtual migrations (~1 Physical servers)
- 4.2.4. Virtual-to-Virtual migrations (~2VMs) to new environment
- 4.2.5. Data migration (~16TB uncompressed), from current environment to new infrastructure
- 4.2.6. WAP installation and policy configuration post scoping sessions.

4.3. TRAINING & CERTIFICATION

Training of 2 IPP office ICT team members must include:

- Switch & WAP Configuration & Management
- Virtual Server/Storage management

• Veeam Public Sector Backup and Replication Software or similar.

Training offers can be credit or voucher with flexibility to choose training dates.

4.4. SUPPORT & WARRANTIES

The Bidder is expected to provide a maintenance and support strategy on how they will support the entire infrastructure solution for a period of 5 years.

This needs to include a turnaround time of 1 hour for critical issues and 4 hours for normal support calls. The contract should also include all firmware upgrades, bug fixes and performance tuning.

A quarterly health check should also be provided and a standard report should be setup for this (including a low-level design document and A1 printed architecture design in an editable digital version to maintain and update when necessary).

All Standard Operating Procedures must be documented during handover by the supplier.

4.5. SECURITY MEASURES

Security is of utmost importance to the solution design. The appointed service provider needs to also have full knowledge of security software being proposed during the scoping sessions to define the policies to be deployed.

4.6. RIGHTS TO BACK END ACCESS

Only IPP Office ICT staff will have full rights access to the entire solution. There will be no access granted to the appointed service provider to have offsite access.

4.7. PROJECT REPORTING ARRANGEMENTS

The Service Provider will report to the IPPO Head: ICT.

A project steering committee will be established for the duration of the implementation.

- The Service Provider will be expected to engage regularly with the IPPO ICT team, as per the schedule that will be agreed between the parties. Such as schedule will be subject to planned and agreed changes and project status reporting, based on the needs of the IPPO.
- Project planning, scoping, testing, implementation and close-out report (on completion).

4.8. PREPARATION OF PROPOSAL

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

4.8.1. A FUNCTIONAL AND TECHNICAL PROPOSAL:

The Functional & Technical proposal should at least cover:

- a) The envisaged approach and methodology of their offering and the service levels for supporting it.
- b) Provide a design document and A1 printed architecture proposal covering:
 - The Conceptual design.
 - High Level design.
 - Detailed low-level design
 - Detailed logical design.
 - Detailed technical specifications
 - A complete bill of materials of all the different components required in the scope of work above (Do not indicate price in this section). Please ensure you indicate compliance to all elements.
- c) Demonstrate Bidder/s experience in providing a similar solution ((including networking, servers and storage).
- d) Contactable references who currently operate on similar infrastructure supplied by the Bidder/s (References on your client's letterhead);
- e) Credentials of lead Architect that will be working on the project (CV and certification to be provided).
- f) Credentials of Project Manager that will be working on the project (CV and certification to be provided).
- g) Credentials of consultants that will be working on the project and capacity to support the solution (CV's of all working and supporting the solution and their roles).
- h) Provide a detailed project plan indicating the estimated time required for completion and delivery, installation and commissioning, clearly indicating impact times on the day-to-day business of the IPP office.
- i) Partner Certification from Microsoft and relevant technology supplier.
- j) Indicate how they will ensure effective project management during installation and commissioning time.

- k) Indicate how they will ensure effective account management and provide query resolution process including response time and resolution time during 5 years of support.
- I) Provide training and knowledge transfer to the ICT IPPO officials (for supporting the day-today operation of the new environment).

NB: do not include any pricing in the functional evaluation proposal!

4.8.2. A PRICING PROPOSAL:

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

For the pricing evaluation the Bidder/s need to complete ANNEXURE A & B below. Competency and Expertise Requirements of Resources

The expertise required from the successful Bidder/s inter alia are:

6 Relevant Experience:

- Technical staff to have at least 3 years' experience in provisioning of the solutions proposed in the functional and technical proposal.
- Certified to provide the hardware & software solution proposed.

6 Project experience

- Provide details of the services provided for similar tender projects within the last 5 years; and
- Demonstrate the relevance and applicability of the experience, including a minimum of three (3) referenceable contacts from similar projects.

5. KEY DELIVERABLES

Delivery of entire solution and support service as per SLA for a period of 5 years.

6. TIME FRAMES

The contract will be for a duration of 60 months (5 years).

7. MINIMUM PROPOSAL REQUIREMENTS

Qualifying criteria for the project includes:

Responsiveness Criteria		Pre- Qualifying criteria	Applicable to this Tender (Y/N)
	Adherence to submitting Tender as a two-folder tender Folder 1: Functionality and returnable submission		
1	Folder 1: Functionality and returnable submission EME's and QSE's with a minimum B separate from	Pre-Qualifier	Y
	Folder 2: Pricing proposal submission		
	Proof of Registration and Accreditation from Microsoft		
2	and relevant technology supplier (such as HPE, Dell,	Pre-Qualifier	Y
	IBM, Cisco etc)		

8. FUNCTIONAL AND TECHNICAL EVALUATION CRITERIA

9.1. Phase 1: Responsiveness Evaluation:

To evaluate the respondent's responsiveness, the Bidder/s should be able to demonstrate the capability and ability to meet the expertise requirements of the programme by producing all relevant documentation and proof of qualifications according to the tender specification.

- Valid Original Tax Clearance Certificates submitted.
- Returnable schedules from the tender document are completed.
- Compliance to the tender requirements.

- Original or certified copy of BBBEE certificate.
- Attendance of the Non-compulsory clarification meeting.
- 3 years Audited financial statements, or financial statements signed off by an accountant.

- Completed & signed pricing schedule & form of offer.
- Compulsory registration with the National Treasury Central Supplier Database (CSD).
- Proof of Professional Indemnity.

9.2. Phase 2: Functional & Technical Review & Scoring:

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

Evaluation Area	Evaluation Criteria	Matrix		Weighting	Section Weighting	Supporting documents provided YES/NO	Supporting documentation found on Page:
Company Track Record and Experience	Bidder/s company must have at least five (5) years' experience in the provisioning similar solutions (including networking, servers and storage). Bidder/s are required to be certified/authorized to provide the equipment and software (Please provide proof by attaching a signed Manufactures' letterhead or certificate in indicating how long the service provider have been registered). Three (3) contactable references of similar related services provided within the last five (5) years. The references must include company name, contact person, contract value, and contact details were similar assignments were completed successfully. (Please provide testimonials or reference letters as proof).	Response Points Less than 2 years 0 2-4 years 7 5 years or more 10 Response Points No Letters 0 1 or 2 Letters 7 3 or more Letters 10		10	20		
Detailed Design and Architecture Proposal	The envisaged approach and methodology to the entire scope of work. Bidder/s must provide detailed documents and schematic diagrams	Response Unacceptable Methodology describes all high level activities A comprehensive detailed methodology describing all the activities in logical sequence with clear time frames	Points 0 7	10	45		

Evaluation Area	Evaluation Criteria	Matrix	Weighting	Section Weighting	Supporting documents provided YES/NO	Supporting documentation found on Page:	
	showing the use of all physical hardware						
	and software for their proposed solution. The documents must include, amongst	Response	Points	25			
	others the following factors:	No key factor or plan	0	25			
	Conceptual design	One key factors	9				
	High Level design	Two key factors	13				
	Detailed low level designDetailed logical design	Three key factors	18				
	Detailed technical specifications	All key factors	25				
	The hidden areas is a shell and	Certification	Points				
	The bidders must provide the Lead Architect's CV and certified qualifications	Unacceptable	0	_			
	outlining their experience and capabilities in executing similar projects.	Certificate and 1 to 3 years	3	5			
		Certificate and 3 or more years	5				
	Indicate how they will ensure effective	<u> </u>					
	project management during installation and commissioning time. This must also include: The CV of the project manager Prince2 / PMBOK Certification of Project Manager	Certification	Points		5		
		Unacceptable	0	5			
		Certificate and 1 to 3 years	3				
		Certificate and 3 or more years	5				
Project	Credentials of the consultants that will work on the solution CV's provided indicating their roles, qualifications & experience	Certification	Points		15		
Management		Unacceptable	0	5			
		Certificate and 1 to 3 years	3	5			
		Certificate and 3 or more years	5				
	The bidder/s must provide a detailed project management plan detailing	Response	Points	5			
	milestones, resources and the time	Unacceptable/not provided	0				

Evaluation Area	Evaluation Criteria	Matrix		Weighting	Section Weighting	Supporting documents provided YES/NO	Supporting documentation found on Page:
	duration of the installation and configuration.	Covered some elements	3				
	conniguration.	Covered all elements	5				
		Response	Points				
	•Exper@AncedhAcaccomontnMannangaegeassigned:	No CV submitted or less than 1 years experience	0	5			
		1 to 3 years experience	3				
		3 or more years experience	5				
Effective	Indicated how they will ensure effective account management and provided a query resolution process (account management methodology provided and sample of SLA provided)	Response	Points				
Account		Unacceptable	0	5	15		
Management		Acceptable	3				
		Excellent	5				
	Query Resolution times within same day (4 hours from time of query log and 1hr on critical calls)	Response	Points				
		Unacceptable =0	0				
		Next Business Day only	1	5			
		Same day (4hrs)	3				
		Same day (1hr on critical calls)	5				
		Response	Points				
Training	Provided for training of 2 IPPO ICT	Not provided	0	10	4.0		
Offering	officials (provide detail on skills transfer implementation plan & training)	Only on some elements	7	10	10		
	implementation plan & training)	All training elements covered	10				
Total Weighting			<u> </u>		100		

Note: During this stage, bidders must score a minimum of **70** points.

9.3. Phase 3: Pricing and Broad Based Black Economic Empowerment (BBBEE)

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

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

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

PRICING

- Cost must be VAT inclusive and quoted in South African Rand.
- Financial proposal should include the cost of delivery.
- Service providers must quote for all the items as indicated on the list (Annexure A & B).

Failure to quote for all items will lead to disqualification of the proposal.

For the pricing evaluation the Bidder/s need to complete Annexures A & B (Please also include the detailed Bill of Material in a separate document):

6 Annexure A:

Description	Total Price Incl. Vat
1. Rack Requirements	
2. Server Requirements	
3. Management Server Requirements	
4. Backup Tape Drive	
5. Network Requirements	
6. Software Requirements	
7. Microsoft Software Requirements	
8. Training & Certification offering	

9. Five (5) Years Support (from Annexure B)	
TOTAL COST	

Annexure B:

Description	Total Price Incl. Vat
Support Year 1	
Support Year 2	
Support Year 3	
Support Year 4	
Support Year 5	
Professional Fees*	
TOTAL COST	

^{*}Professional fees must be kept separate and should at least:

- Specify role/s on assignment
- Specify the name and experience of the person to be assigned to each role
- Provide the charge out rate for each person
- Provide an estimate of hours per role to deliver the scope of work (the information provided in this RFP

9. 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

Fees and Assumptions

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

FORM OF OFFER

THE CONSULTANT IS TO COMPLETE AND SIGN THE FORM OF OFFER

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

RFP038/2021: Appointment of a service provider to provide, implement, support and maintain a hyper- converged infrastructure solution for the IPP Office over a period of five (5) years.

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.

	(in words);	ZAR	(in figures),
THE OFFERED TOTAL O	THE TRIOLO IIV	OLOGIVE OF VAL	OL ADDED TAX TO
THE OFFERED TOTAL O	F THE PRICES IN	CLUSIVE OF VAL	OE ADDED LAY 12

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	s)		
Name(s)			
Capacity			
For Tenderer	the		
		(Name and address of organisa	tion)
Name signature	and of		
witness			Date

For the pricing evaluation the Bidder/s need to complete Annexures A & B (Please also include the detailed Bill of Material in a separate document):

6 Annexure A:

Description	Total Price Incl. Vat
1. Rack Requirements	
2. Server Requirements	
3. Management Server Requirements	
4. Backup Tape Drive	
5. Network Requirements	
6. Software Requirements	
7. Microsoft Software Requirements	
8. Training & Certification offering	
9. Five (5) Years Support (from Annexure B)	
TOTAL COST	

Annexure B:

Description	Total Price
Description	Incl. Vat
Support Year 1	
Support Year 2	
Support Year 3	
Support Year 4	
Support Year 5	
Professional Fees*	
TOTAL COST	

^{*}Professional fees must be kept separate and should at least:

Specify role/s on assignment

Specify the name and experience of the person to be assigned to each role

Provide the charge out rate for each person

Provide an estimate of hours per role to deliver the scope of work (the information provided in this RFP

DECLARATION OF INTEREST

- 1. Any legal person, including persons employed by the state¹, 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.

Identity							Numb
Position o	occupied	in	the	Company	(director,	trustee,	shareholde
Company				Registratio	n 		Numbe
Tax				Reference			Numbe

1"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.

below.

²"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.

		you or any person connected with the bidder YES / NO sently 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 the appropriate authority to undertake remunerative work outside employment in the public sector?	/ NO
	2.7.2.1	If yes, did you attached proof of such authority to the bid YES / document?	NO
		(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 / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
	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
	2.9.1If	so, furnish particulars.	
2.10	awa	u, or any person connected with the bidder,YES/NO re of any relationship (family, friend, other) between other bidder and any person employed by the state	

1 If so, furnish particulars.			
Do you or any of the dire of the company have any whether or not they are b	interest in any other rela		
1 If so, furnish particulars:			
3. Full details of dire			
Full Name	Identity Number	Personal Tax Reference Number	State Employ Number / Pers Number
4. DECLARATION			

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

SBD 6.1

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

1..1.1

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender
- 1.3 Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

5.	BID	DECL	AR	ATIC)N

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

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

6.1	B-BBEE Status Level of Contributor:.	=	(maximum of 10 or 20 points)
-----	--------------------------------------	---	------------------------------

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	NO	
)		

1.1.1 II yes, iliulcale.	7.1.1	If ves.	indicate:
--------------------------	-------	---------	-----------

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

(Tick applicable box)
YES NO

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

	by:	$\sqrt{}$	$\sqrt{}$
Black	c people		
Black	c people who are youth		
Black	c people who are women		
Black	c people with disabilities		
Black	c people living in rural or underdeveloped areas or townships		
	perative owned by black people		
	k people who are military veterans		
2.40.	OR		
Any I			
Any (NOE		
8.	DECLARATION WITH REGARD TO COMPANY/FIRM		
o. 8.1	Name		of
	company/firm:		
8.2	VAT		registration
	number:		
8.3	Company number:		registration
8.4	TYPE OF COMPANY/ FIRM		
	 □ Partnership/Joint Venture / Consortium □ One person business/sole propriety □ Close corporation □ Company □ (Pty) Limited [TICK APPLICABLE BOX] 		
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES		
8.6	COMPANY CLASSIFICATION		
	 Manufacturer Supplier Professional service provider Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX] 		

- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
 - i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form:
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct:
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES	
1	SIGNATURE(S) OF BIDDERS(S)
2	DATE:ADDRESS

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 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.
- 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.
- 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	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 audi alteram partem 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.	Yes	No
4.1.1	If so, furnish particulars:		
4.2	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.	Yes	No
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	No 🗆
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	No 🗆
4.4.1	If so, furnish particulars:		
SBD	3		
	CERTIFICATION		
I, THE	UNDERSIGNED (FULL NAME)		
	TIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION AND CORRECT.	FORM	IS TRUE
	EPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE F		MAY BE
		•••	
Signa	ture Date		
Posit	ion Name of Bidd	er	
Posit	ion Name of Bidder		

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 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.
- 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.
- In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

i, the undersigned, in submitting the accompanying bid:
(Bid Number and Description)
in response to the invitation for the bid made by:
(Name of Institution)
do hereby make the following statements that I certify to be true and complete in every respect:
I certify, on behalf of:that:
(Name of Bidder)

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

- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ 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.

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

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

SignatureDate		
Position Name of Bidder		

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

Annexure G

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

Annexure H

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

Annexure I

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

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

Annexure J

[General Conditions of Contract]

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

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

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

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

Annexure K

Tax Compliant Status and CSD Registration Requirements

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

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

CSD Registration Number:



The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption.

Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33

Email : dbsa@whistleblowing.co.za

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