

REQUEST FOR PROPOSALS

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| YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED | |
| BID NUMBER: | [RFP101/2021] |
| NON-COMPULSORY BRIEFING SESSION DATE AND VENUE | N/A |
| CLOSING DATE: | 12 MAY 2021 |
| CLOSING TIME: | 23:55PM |
| PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE: | 120 DAYS |
| DESCRIPTION OF BID: | CLOUD IT SERVICE MANAGEMENT SOLUTION |
| BID DOCUMENTS DELIVERY ADDRESS: | <p>ELECTRONIC SUBMISSIONS</p> <p>a. Bidders that wish to submit a tender response must send an email to TENDERS@DBSA.ORG indicating their participation.</p> <p>b. This must be done three (3) working days before the closing date.</p> <p>c. Bidders will thereafter receive a OneDrive Link to upload their tender documents electronically.</p> <p>NB: Electronic submission is encouraged for all bidder's interested in this tender bid.</p> <p>Closing date <u>07 May 2021</u> before 23:55pm all bids must be submitted.</p> |
| NAME OF BIDDER: | |
| CONTACT PERSON: | |
| EMAIL ADDRESS: | |
| TELEPHONE NUMBER: | |
| BIDDER'S STAMP OR SIGNATURE | |

PART A INVITATION TO BID

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

BID NUMBER: [RFP101/2021]
NON-COMPULSORY BRIEFING: N/A
SESSION VENUE AND TIME: NONE
CLOSING DATE: 12 MAY 2021
CLOSING TIME: 23:55 PM

DESCRIPTION: **Cloud IT Service Management Solution**

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

Bidders should ensure that Bids are delivered timeously and to the correct One Drive link provided by the SCM Official. (reflected on the cover page of this document). If the Bid is late, it will not be considered for evaluation.

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

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

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, 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.



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

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

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|--|------------|--|-----------|--|
| 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 | | | | |
| ORIGINAL AND VALID BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /ORIGINAL CERTIFIED COPY/ORIGINAL SWORN AFFIDAVIT SUBMITTED? [TICK APPLICABLE BOX] | YES | | NO | |
| IF YES, WHO ISSUED THE CERTIFICATE? | | | | |
| REGISTERED WITH THE NATIONAL TREASURY CSD [TICK APPLICABLE BOX] | YES | | NO | |
| CSD REGISTRATION NUMBER | | | | |

| | | |
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| 1..1.1 | ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] |
| 1..1.2 | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW] |
| 1..1.3 | SIGNATURE OF BIDDER | |
| 1..1.4 | DATE | |
| 1..1.5 | FULL NAME OF AUTHORISED REPRESENTATIVE | |
| 1..1.6 | CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.) | |
| 1..1.7 | TOTAL NUMBER OF ITEMS OFFERED | |
| TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS | | |

PART B

TERMS AND CONDITIONS FOR BIDDING

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| 1. BID SUBMISSION: |
| <p>1.1. BIDS MUST BE SUBMITTED VIA ONE DRIVE LINK. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.5. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p> |
| 2. TAX COMPLIANCE REQUIREMENTS |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.</p> |
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS |
| <p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p> |

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

PART C

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

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

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

| YES | NO | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Bid document (clearly marked as FOLDER 1 AND FOLDER 2); separated into FOLDER 1 - Pre-Qualifying and functionality proposal documents, and FOLDER 2 – Financial proposal only (Failure to comply will result in disqualification) |
| <input type="checkbox"/> | <input type="checkbox"/> | Part A: Invitation to Bid |
| <input type="checkbox"/> | <input type="checkbox"/> | Part B: Terms and Conditions of Bidding |
| <input type="checkbox"/> | <input type="checkbox"/> | Part C: Checklist of Compulsory Returnable Schedules and Documents |
| <input type="checkbox"/> | <input type="checkbox"/> | Part D: Conditions of Tendering and Undertakings by Bidders |
| <input type="checkbox"/> | <input type="checkbox"/> | Part E: Specifications/Terms of Reference and Project Brief |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure A: Price Proposal Requirement |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure B: SBD4 Declaration of Interest |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure C: SBD 6.1 and B-BBEE status level certificate |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure D: SBD 7 Contract Form – Purchase of Goods / Works |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure E: SBD8: Declaration of Bidder's Past Supply Chain Practices |

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Annexure F: SBD9: Certificate of Independent Bid Determination

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

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Annexure H: Certified copies of latest share certificates, in case of a company.

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Annexure I: (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium.

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Annexure J: Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.

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Annexure K: General Condition of Contract

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Annexure L: 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 of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause 0 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

Any queries pertaining to this tender be it technical or general must be directed to:-

DBSA Supply Chain Management Unit

Email: davidn2@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 | [22 APRIL 2021] |
| RFP document available | [22 APRIL 2021] |
| Closing date for tender enquiries | [07 MAY 2021] |
| Closing date and time | [12 MAY 2021] |
| Intended completion of evaluation of tenders | [30 MAY 2021] |
| Intended formal notification of successful Bidder(s) | [TBA] |
| Signing of Service Level Agreement | [TBC] |
| Effective date | [TBC] |

5. SUBMISSION OF TENDERS

- 5.1 Bidders are advised to kindly issue Tender Submission Link requests and all other enquiries to davidSCM@dbsa.org - ONLY
- 5.2 **No – Tender Submission Link requests will be accepted after 16h00 on the 07 MAY 2021. Any requests after the stipulated date and time will be disregarded.**
- 5.3 Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.
- 5.4 Bidders who have received submission Links that have errors, will be provided with new Links for use.

6. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

- 6.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.
- 6.2 All persons (whether or not a participant in this tender process) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.
- 6.3 All Bidders are deemed to accept the rules contained in this RFP Part C.
- 6.4 The rules contained in this RFP Part C apply to:

- 6.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
- 6.4.2 the Tendering Process; and
- 6.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

7. STATUS OF REQUEST FOR PROPOSAL

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

8. ACCURACY OF REQUEST FOR PROPOSAL

- 8.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 8.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).
- 8.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

9. ADDITIONS AND AMENDMENTS TO THE RFP

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

10. REPRESENTATIONS

No representations made by or on behalf of the DBSA in relation to this RFP will be binding on the DBSA unless that representation is expressly incorporated into the contract ultimately entered 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 davidn2@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 escalated to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, (scmqueries@dbsa.org)
- 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 All Bidders must submit their original and valid B-BBEE status level verification certificate or original certified copy, or original 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 180 (One Hundred and Eighty) 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 – evaluation of compliance with Pre-Qualifying Criteria

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

| Prequalification Criteria | | Prequalifying Criteria | Compliant Y/N |
|---------------------------|--|------------------------|---------------|
| 1 | Adherence in submitting Tender as two stage folders (Folder 1 – Prequalifies & Functionality Proposal & Folder 2 - Price Proposal) | Pre-Qualifier | |
| 2 | Certified by the OEM to implement the proposed solution (if it is NOT the OEM) | Pre-Qualifier | |
| 3 | Submission of Proof of Registration with National Treasury Central Supplier Database (CSD) Summary Report or A Valid and Active Tax Compliance Status Pin issued by SARS for Tax Compliance Status Verification: N.B - Bidder must be fully registered & tax compliant in order to do business with the DBSA. | Pre-Qualifier | |
| 4 | In terms of the DBSA Transformation Imperative Targets, the DBSA will consider companies that are EME's and QSE's with a minimum B-BBEE status of Level 2 who will contribute to meaningful B-BBEE initiatives as part of the tender process | Pre-Qualifier | |
| 5 | The successful Tenderer, if not itself an EME or QSE with a minimum B-BBEE status level 2, as per Section 4(1)(a) and (b) of the PPR 2017, must subcontract a minimum of 30% of the value of the contract to the following category referred to in Section 4(1)(c) of the PPR 2017: (i). an EME or QSE which is at least 51% owned by black people. | Pre-Qualifier | |
| 6 | <ul style="list-style-type: none"> Integration to Microsoft Office 365 – with specific emphasis on MS Teams. SaaS Cloud ITSM Solution | Pre-Qualifier | |

- 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.

27.1.2 Second stage – functional evaluation

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

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

| Sub-Criteria | Description | Allocation Guideline | Weightings |
|---|--|---|------------|
| | The service provider must provide the DBSA with a proposal with the following headings | | |
| Track Record and Experience | <ul style="list-style-type: none"> Overview of firm: a brief outline of the Service Provider's experience along with pertinent corporate details including full legal company name; year business was established; number of people currently employed; and services provided. Company Experience: The Service Provider must have provided a Cloud ITSM Solution to two (2) South African Companies with 500 employees or more, in the last five (3) years. The Service Provider must detail the scope of the solution and provide contactable references. | Poor = 0 Partially Poor = 5 Average = 10 Above Average = 15 Excellent = 20 | 20 |
| Business Requirements (ITSM Business Requirements) | <ul style="list-style-type: none"> Provide the response to address business requirements discussed in Section 5.1.1 above. | Poor = 0 Partially Poor = 10 Average = 15 Above Average = 25 Excellent = 30 | 30 |
| Business Requirements (AD Management) | <ul style="list-style-type: none"> Provide the response to address business requirements discussed in Section 5.1.2 above. | Poor = 0 Partially Poor = 3 Average = 8 Above Average = 10 | 15 |

| | | | |
|--|--|---|------------|
| Business Requirements) | | Excellent = 15 | |
| Business Requirements (AD Auditing Business Requirements) | <ul style="list-style-type: none"> Provide the response to address business requirements discussed in Section 5.1.3 above. | Poor = 0 Partially Poor = 3 Average = 8 Above Average = 10 Excellent = 15 | 15 |
| Non-Functional Requirements | <ul style="list-style-type: none"> Provide the response to address non-functional requirements discussed in Section 5.1.4 above. | Poor = 0 Partially Poor = 3 Average = 5 Above Average = 7 Excellent = 10 | 10 |
| Transitional Requirements | <ul style="list-style-type: none"> Provide the response to address transitional requirements discussed in Section 5.1.5 above. | Poor = 0 Partially Poor = 3 Average = 5 Above Average = 7 Excellent = 10 | 10 |
| Total | | | 100 |

27.1.4 Third stage – price and preferential points

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

27.1.4.2 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.

Price and Preferential Points Assessment

- 27.1.5 Subsequent to the evaluation of Pre-qualifying Criteria and Functional Criteria, 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

27.1.6 Price points

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

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

Where:

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

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

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

27.1.7 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.

27.1.8 Total

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

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

28. STATUS OF BID

28.1 Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.

28.2 A Bid must not be conditional on:

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

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

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

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

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

28.3 The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).

28.4 The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

29. CLARIFICATION OF BIDS

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

29.2 The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that the DBSA considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

30. DISCUSSION WITH BIDDERS

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

31. SUCCESSFUL BIDS

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

32. NO OBLIGATION TO ENTER INTO CONTRACT

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

33. BIDDER WARRANTIES

- 33.1 By submitting a Bid, a Bidder warrants that:
 - 33.1.1 it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its

- officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;
- 33.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
- 33.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
- 33.1.4 it accepts and will comply with the terms set out in this RFP; and
- 33.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

34. DBSA'S RIGHTS

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

35. GOVERNING LAWS

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

36. MANDATORY QUESTIONS

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

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

36.1.1

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

36.1.2

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

36.1.3

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

36.1.4

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

36.1.5

| | | |
|---|----------------------|------------------------------------|
| In the case of Consortium, Joint Venture or subcontractors, Bidders are required to provide copies of | Comply/Accept | Do not comply/Do not accept |
| | | |

| | | |
|--|--|--|
| signed agreements stipulating the work split and Rand value. | | |
|--|--|--|

36.1.6

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

36.1.7

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

36.1.8

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

36.1.9

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

36.1.10

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

36.1.11

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

36.1.12

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

36.1.13

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

36.1.14

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

36.1.15

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

36.1.16

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

36.1.17

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

36.1.18

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

36.1.19

| | | |
|---|----------------------|--|
| 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. | | |

36.1.20

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

36.1.21

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

36.1.22

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

36.1.23

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

36.1.24

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

36.1.25

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

36.1.26

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

36.1.27

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

36.1.28

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

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. | | |
|---|--|--|

36.1.30

| The following will be grounds for disqualification: | Comply/Accept | Do not comply/Do not accept |
|--|----------------------|------------------------------------|
| <ul style="list-style-type: none"> • Unsatisfactory performance under a previous public contract in the past 5 years, provided that notice of such unsatisfactory performance has been given to the bidder; and/or • 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. | | |



Terms of Reference (ToR)

Cloud IT Service Management Solution

APRIL 2021

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1. INTRODUCTION

The Development Bank of Southern Africa (“the DBSA” or “the Bank”) is a Development Finance Institution (“DFI”) wholly owned by the Government of the Republic of South Africa (“the shareholder”), with a mandate to finance infrastructure projects across Africa. This is achieved primarily through providing debt financing to infrastructure projects in the markets within which the Bank operates.

DBSA primarily plays a key role in the preparation, funding and building phases of the infrastructure development value chain. The diagram below illustrates the various services as well as the key target markets per value chain segments.

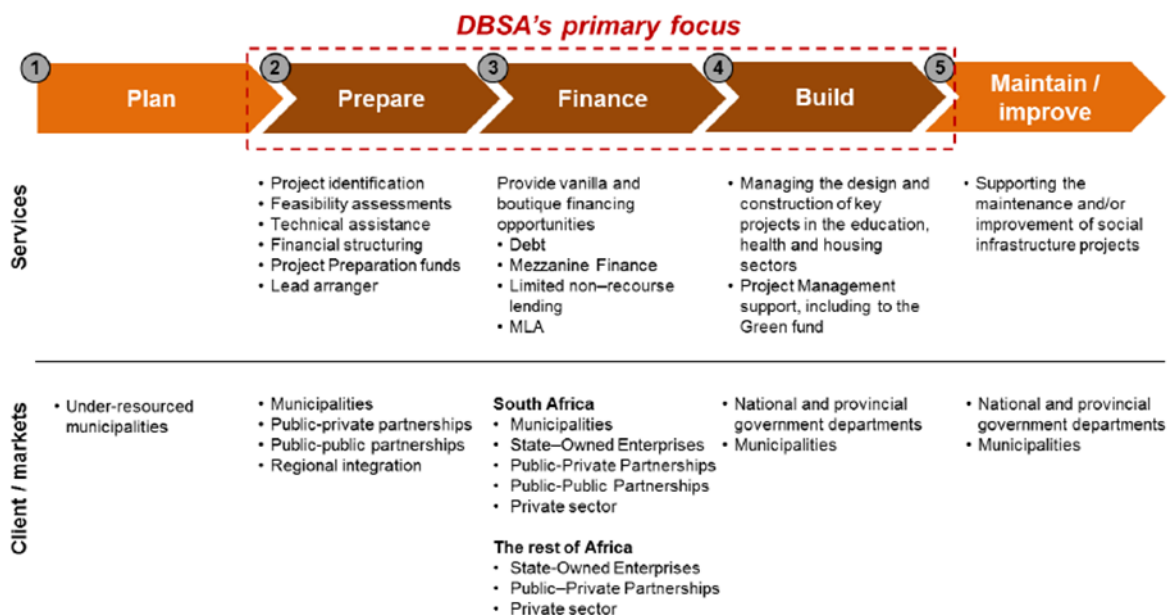


FIGURE 1: DBSA'S PRIMARY FOCUS AREAS

Regional integration is critical in growing both the South African and broader continent's economies. The DBSA's International Financing Division supports the Bank's regional development and integration strategy aimed at facilitating trade in Africa by investing in infrastructure projects outside of South Africa, through:

- Providing funding, related products and services for commercially viable and sustainable projects, primarily in the energy, transport, water and telecommunications sectors, which contribute to economic development and regional integration.
- Supporting project planning and development, advocacy and partnership building for resource mobilisation.

- Promotion of inter-regional integration and cooperation between SADC and the adjoining regional economic communities in Africa.

2. PURPOSE

The purpose of this document is to detail the Terms of Reference (ToR) for the design, development and implementation of a new ITSM solution for the Bank.

3. BACKGROUND

The Development Bank of Southern Africa (DBSA) has started a journey to digital transformation with aim to enable online services to business stakeholders i.e. Customers, Employees, Partners and Shareholders.

One of the important services that DBSA would like to digitalize is IT Service Management. IT service management process within DBSA involves implementing, managing, and delivering IT services to meet the needs of an organization. The ultimate aim is to improve IT customer service experience to support employees and improve productivity in the workplace.

What are the business challenges regarding IT Service Management at DBSA:

- Lack of Capability to manage the overall IT Service Management process lifecycle.
- Lack of automation of IT service management processes, which leads to ineffective and inefficient servicing of customer needs.
- Poor turn-around times regarding resolution of customers calls/complaints.
- Lack of capability for customer to perform self-service requests and fulfillment.
- Lack of visibility of the progress status of the call/request to the customer (including timeline for the resolution of the call).
- Lack of capability to provide service catalog to customers, with the aim to enable self-service requests and fulfillment.
- Lack of system with capability to provide IT service management across multiple channels, such as web, mobile or Microsoft Teams.

What are IT challenges regarding IT Service Management at DBSA:

- Poor IT service rating by unhappy customer regarding the IT Service Management process
- Poor reporting capabilities and dashboards, to showcase performance of IT service management to business leaders

- Lack of skillsets to configure and support the current Microsoft Service Desk system.
- The current system is too complex to configure new and involving workflows. This has resulted in an inflexible system that cannot be adapted to suit the IT service management needs of DBSA.
- **Active Directory Management Issues:**
 - Audit/maintenance/monitoring of login of privileged users.
 - Administration and monitoring of accounts that never expire.
 - Administration of accounts that never log-in on.
 - Audit/maintenance/monitoring of expired accounts becomes impossible to conduct.
 - Must rely on creating scripts to accomplish all security responsibilities on user access management
 - Management of user license for Active directory users is also problematic. Must rely on manual allocation.
 - It is also difficult to search for objects and groups across multiple domains.
 - Therefore, AD management software will make it easy to find this information in just a few clicks, and without having to rely on writing scripts for every task that needs to be performed. The system comes with several pre-built reports and included features that make it easy to navigate between different aspects of user management in Active Directory.
- **Audit compliance on Active Directory issues:**
 - No solution currently that captures real-time monitoring, user, and entity behavior analytics,
 - No solution to highlight or help with audit compliance on AD and IT infrastructure secure and compliant.
 - Tracking all changes of Windows AD objects including users, groups, computers, GPOs, and OUs is non-existent

- Monitor every user's logon and logoff activity, including every successful and failed logon attempt across network workstations is not recoded.
- Audit Windows file servers to document changes to files and folders is non-existent
- Monitor system configurations, program files, and folder changes to ensure file integrity is missing
- Therefore, AD Audit software will assist in addressing all these issues and Achieve hybrid AD monitoring with a single, correlated view of all the activities happening across both on-premises AD and Azure AD.

4. SCOPE OF WORK

The scope of work is to design, develop, test, and implement (and deploy) a new Cloud ITSM solution for the DBSA. The ITSM solution will also includes functionality for AD management and audit functionality.

5. BUSINESS REQUIREMENTS

5.1.1 ITSM Business Requirements

The following outlines business requirements for implementation of the Cloud IT Service Management Solution:

| BUSINESS REQUIREMENTS | |
|-----------------------|--|
| Req. ID | Description |
| BR01 | Require capability to Log an incident request <ul style="list-style-type: none"> ○ The helpdesk team to create or log an incident request via web, mobile, email, telephone or Microsoft teams. ○ The tool should have self service capability to allow the user to log incident request. |
| BR02 | Require capability to Log a service request |

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|-------------|---|
| | <ul style="list-style-type: none"> ○ The helpdesk team to create or log a service request via web, mobile, email, telephone or Microsoft teams. ○ The tool should have self service capability to allow the user to log service request. |
| BR03 | <p>Require capability to Log a change request</p> <ul style="list-style-type: none"> ○ The tool should be able to log changes via web, mobile, email, telephone or Microsoft teams and track all changes end-to-end in line with the approved Changed Management Process. |
| BR04 | <p>Require capability to Log a problem request</p> <ul style="list-style-type: none"> ○ The system and IT to be able to create or log a problem request via web, mobile, email, telephone or Microsoft teams. |
| BR05 | <p>Require capability to update an incident request</p> <ul style="list-style-type: none"> ○ The ICT Helpdesk, desktop technicians and ICT specialists to be able to add or update a journal (comments) to the incident request (call). ○ The ICT Helpdesk to reassigns an incident request. ○ The ICT Helpdesk add comments when re-categorizing and reassigning a call. ○ Desktop technicians and ICT specialists to be able to add comments. ○ The ICT Helpdesk creates, classifies and reclassify an incident request. ○ Desktop technicians and ICT specialists to be able to create an incident request. |
| BR06 | <p>Require capability to update a service request</p> <ul style="list-style-type: none"> ○ The ICT Helpdesk, desktop technicians and ICT specialists to be able to add or update a journal (comments) to the service request (call). ○ The ICT Helpdesk reassigns a service request. ○ The ICT Helpdesk add comments when re-categorizing and reassigning a call. ○ Desktop technicians and ICT specialists to be able to add comments. ○ The ICT Helpdesk creates, classifies, reclassify a service request. |

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| | <ul style="list-style-type: none"> ○ Desktop technicians and ICT specialists to be able to create a service request. |
| BR07 | Require capability to update and manage change request <ul style="list-style-type: none"> ○ Configure change types, roles, statuses, and templates to manage all change cycles. ○ The change process should be automated and be able to integrate with incident process, release process, problem management process. ○ Ability to workflow and approve change requests by various change stakeholders. ○ Ability to automate standard, emergency, and critical change templates separately with unique and customizable workflows. ○ Link incident, service and problem request to change request and vice versa. |
| BR08 | Require capability to analyze and manage a problem request <ul style="list-style-type: none"> ○ Ability to analyze and link multiple repeat incidents to create a problem. ○ Suggest problem based on frequency of incidents within a certain time period. |
| BR09 | Require capability to close an incident request <ul style="list-style-type: none"> ○ The system automatically closes an incident request when a user does not respond to the resolution email within 24 hours. ○ End user should be able to reopen call if not satisfactorily resolved. |
| BR10 | Require capability to close service request <ul style="list-style-type: none"> ○ The system automatically closes a service request when a user does not respond to the resolution email within 24 hours. ○ End user should be able to reopen call if not satisfactorily resolved. |
| BR11 | Require capability to close change request <ul style="list-style-type: none"> ○ ICT to be able to close a change request when a user does not respond to the resolution. ○ End user should be able to reopen the call if not satisfactorily resolved. |

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| BR12 | Require capability to close problem request <ul style="list-style-type: none"> ○ ICT should be able to close a problem request. |
| BR13 | Require capability to authenticate via AD <ul style="list-style-type: none"> • The tool must enable users to get a personalized view of their open calls, and history of closed calls. Access must be restricted so they cannot see other users' incidents. |
| BR14 | Capability to cater for service catalogue <ul style="list-style-type: none"> ○ End user to access service catalogue ○ System administrator to be able to create, update and deploy the catalogue. |
| BR15 | Require capability to receive notification <ul style="list-style-type: none"> ○ The ICT Helpdesk and End user should receive email notification when an incident, service or change request is created (logged), assigned, escalated, updated or closed. ○ ICT Management must immediately receive an email for Severity 1 type call category. ○ The system automatically sends a notification to the ICT Helpdesk dealing with an incident that is nearing SLA breaching limits. ○ ICT Helpdesk and ICT Managers receives escalation emails per escalation level 1st, 2nd and 3rd. ○ Automated notification of required approvals/approvals granted. ○ Automated notification for tasks overdue for problem. ○ Must be able to automatically send emails to the end user at key events e.g. Specific time set by ICT specialists and calls escalated. |
| BR16 | Require capability to rate services <ul style="list-style-type: none"> ○ The End users should be able to provide feedback and rate customer satisfaction. ○ Should include ability to send customer satisfaction surveys of all types: <ul style="list-style-type: none"> ○ Annual |

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| | <ul style="list-style-type: none"> ○ One-off ○ Ongoing (event based – e.g. for a random selection of closed incidents; |
| BR17 | <p>Require capability to manage pending statuses</p> <ul style="list-style-type: none"> ○ Put the call on hold to stop the clock, in case the call cannot be resolved at that moment assigned: SLA clock must stop. ○ Add On hold function to allow the End user to place the call on hold if they are still working on the call. ○ Workflow and approval of calls put on hold. ○ Stop the clock for the tickets on weekends or public holidays. |
| BR18 | <p>Require capability to automate generation and sending of Reports</p> <ul style="list-style-type: none"> ○ Incident, service and change request management reports <ul style="list-style-type: none"> ➤ Number of created incidents / change requests ➤ Number of resolved cases and % ➤ Average time to respond / resolve a request ➤ Desktop technician/ ICT Specialist who solved the incidents /service requests ➤ Cases resolved w/o responses ➤ Number of cases reopened and % ➤ Top 10 incident / service request types ➤ Age analysis report for incident, service and change request. ➤ Change reports ➤ Successful changes ➤ Unapproved changes ➤ Open changes ➤ Changes per release date ➤ Changes by status ➤ Changes by classification ○ Manager receives reports generated by the system ○ Ability to customize reports ○ Must be able to easily generate ad hoc reports, reporting on any combination of fields ○ Ability to receive dashboard with drilldown capabilities. |

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| BR19 | <p>Require capability to Automate and manage Service Level Agreements (SLAs)</p> <ul style="list-style-type: none"> ○ The tool should automatically measure response and resolution times for each incident or service request based on priority or severity level against the agreed SLA. |
| BR20 | <p>Require capability to automate escalations</p> <ul style="list-style-type: none"> ○ Automate escalation procedures of an incident or service based on severity, nearing and breaching of agreed based on SLA requirements. ○ The system must automatically escalate an incident, service, change or problem request. |
| BR21 | <p>Require the capability for the portal to display the following:</p> <ul style="list-style-type: none"> ○ Total number of open incidents ○ Total number of open calls which are unassigned ○ Total number of open calls assigned to each desktop technician/ICT specialists ○ Dashboard for various stakeholders. ○ News of the day – any announcements regarding planned system downtime (taken from the CMDB), current major outages and current top problems. ○ Include FAQs and knowledgebase for end users ○ Must be possible for ICT specialists to submit suggestions via the portal, which can then be reviewed and added to the FAQ list. |
| BR22 | <p>Require capability for IT release management</p> <ul style="list-style-type: none"> ○ Manage IT releases with precision to ensure releases work in tandem with change management process. ○ Define and manage different types of releases (major, emergency, etc.) with custom workflows ○ Configure stages, statuses, and transitions for each workflow. ○ Release schedule based on changes approved notifications. |

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| BR23 | Require capability for Configuration management database (CMDB) <ul style="list-style-type: none"> ○ Track and manage all configuration items and map their relationships and dependencies. ○ Define new CIs and organize them under specific categories for easy reference. ○ Capability to link the CIs to change and problem management processes where possible. ○ Link to change and release management ○ Integrate with SCCM ○ Automated reports of discrepancies. |
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5.1.2 AD Management Business Requirements

The following outlines business requirements for implementation of the AD Management Solution:

| BUSINESS REQUIREMENTS | |
|------------------------------|---|
| Req. ID | Description |
| BR23 | <ul style="list-style-type: none"> ○ Require the ability to manage and control user access administration by implementing a more secure and controlled solution that provides an extensive set of reports to simplify active directory administration, security, audit compliance and to also simplify Office 365 reporting and also helps administrators make informed decisions for efficient management of their Office 365 environment. |
| BR25 | <ul style="list-style-type: none"> ○ Require the ability to track license usage and the visibility of devices accessing the DBSA network. The solution must provide detailed insights about the vital aspects of Office 365 infrastructure with a variety of pre-defined reports. Its Office 365 license reports fetch important details regarding the Office 365 licenses assigned to various users in the organization, without the need for complex PowerShell scripts. |
| BR26 | <ul style="list-style-type: none"> ○ Require the ability to categorize users accessing the DBSA network remotely in order to apply appropriate levels of access/deletion/modification where necessary. |

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| BR27 | <ul style="list-style-type: none"> ○ Require the ability to manage the on-prem Active directory and the office 365 security groups control access to on-prem active directory and 365 resources, so it's crucial to monitor these groups to prevent unauthorized access. The solution must provide functionality to list all Office 365 security groups and their related attributes in a few clicks. Include or exclude the desired attributes using the Add/Remove column options in reports. Export the report to file formats like CSV, PDF, HTML, and more. |
| BR28 | <ul style="list-style-type: none"> ○ Require the ability to ensure Microsoft 365 resources are created for customers or vendors and It's essential to keep track of their data to identify if there are any unauthorized changes made to their information. The solution must provide reporting capability, to can easily access the contacts list to gain insights into the activities on contact objects and export them in multiple formats. |

5.1.3 AD Auditing Business Requirements

The following outlines business requirements for implementation of the AD Auditing Solution:

| BUSINESS REQUIREMENTS | |
|------------------------------|---|
| Req. ID | Description |
| BR29 | <ul style="list-style-type: none"> ○ Require the ability to offer real-time monitoring, user and entity behavior analytics, and change audit report. Extract a consolidation of audit trails, user actions in AD, access reports, and permission change reports. |
| BR30 | <ul style="list-style-type: none"> ○ Require the ability to track all changes to Windows AD objects including users, groups, computers, GPOs, and OUs. |
| BR31 | <ul style="list-style-type: none"> ○ Require the ability to monitor every user's logon and logoff activity, including every successful and failed logon attempt across network workstations |

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| BR32 | <ul style="list-style-type: none"> ○ Require the ability to monitor and audit Windows file servers, system configurations, program files, and folder changes to ensure file integrity to document changes to files and folders. |
| BR33 | <ul style="list-style-type: none"> ○ Require the ability to achieve hybrid AD monitoring with a single, correlated view of all the activities happening across both on-premises AD and Azure AD. |

5.1.4 Non-Functional Requirements

The following table outlines the Non-Functional Requirements for implementation of the Cloud IT Service Management Solution:

| NON-FUNCTIONAL REQUIREMENTS | | |
|-----------------------------|------------------|---|
| Req. ID | Requirement Name | Requirement Description. |
| NFR01 | Accessibility | <ul style="list-style-type: none"> ○ The solution must provide quick, easy, direct and indirect access with a wide usage and operations range ○ Should be accessible from a mobile phone for ICT to be able to administer calls ○ Users with privileges must be able to log calls and track call statuses ○ Require different levels of access for ICT personnel in order to implement SOD and protection of data integrity ○ Must comply to the DBSA password standards ○ Must keep a log of actions within the system |
| NFR02 | Availability | <ul style="list-style-type: none"> ○ Require the ability for the system to always be available during the hours it is most popular. Any |

| | | |
|--------------|------------------------------|---|
| | | <p>maintenance where the system needs to be taken offline should be done outside these times.</p> |
| NFR03 | Compatibility | <ul style="list-style-type: none"> ○ The solution must be compatible with the current enterprise architecture and with current internet browsers |
| NFR04 | Data Integrity | <ul style="list-style-type: none"> ○ Require the ability for the system to ensure data quality and integrity. |
| NFR05 | Performance | <ul style="list-style-type: none"> ○ The system should perform optimally when users interact with it to improve the user experience. |
| NFR06 | Recovery | <ul style="list-style-type: none"> ○ Require the ability for the system to prepare and respond to a disaster. |
| NFR07 | Reliability | <ul style="list-style-type: none"> ○ The system must be reliable. |
| NFR08 | Role based Access Control | <ul style="list-style-type: none"> ○ User roles and access must be defined. |
| NFR09 | Security | <ul style="list-style-type: none"> ○ The system must be secure. |
| NFR10 | Single sign on | <ul style="list-style-type: none"> ○ The system must have the ability to allow for single sign on, using Microsoft Azure AD. |
| NFR11 | Storage | <ul style="list-style-type: none"> ○ Require the ability for the system to store data effectively. ○ Upload documents or link to records management system. |
| NFR12 | System Logs and Audit Trails | <ul style="list-style-type: none"> ○ The system must record an audit trail. |
| NFR13 | Usability | <ul style="list-style-type: none"> ○ The system must be easy to use to allow for maximum efficiency and effectiveness. |

5.1.5 Transitional Requirements

The following table outlines Transitional Requirements for implementation of the Cloud IT Service Management Solution

| TRANSITIONAL REQUIREMENTS | | |
|---------------------------|--------------------------|---|
| Req. ID | Requirement Name | Requirement Description. |
| TR01 | Business Continuity | <ul style="list-style-type: none">○ Ensure that the Disaster Recovery (DR) site is fully installed, tested, upgraded and functional after implementation of the enhancements to the applications (if required).○ Ability to work off-line and sync when back online again. |
| TR02 | Infrastructure | <ul style="list-style-type: none">○ Server and network capabilities and requirements must be clearly aligned to support the enhancements○ Storage and bandwidth requirements must be finalized to support the enhancements |
| TR03 | Change Management | <ul style="list-style-type: none">○ A change management plan must be documented and shared with all affected stakeholders.○ User setup must be done prior go-live including making sure that all users have access to the system. |
| TR04 | Training and Support | <ul style="list-style-type: none">○ Roll out training and awareness to the relevant business partners and ICT support team.○ Provide maintain and support for a period of three (3) years. |
| TR05 | User Access and Security | <ul style="list-style-type: none">○ Set user access and security privileges per user type○ Manage user profiles per user, per group○ The system must record an Audit trail |

6. EXPECTED DELIVERABLES, OUTPUTS AND TIMELINES

- 6.1.1 Detailed design of the solution.
- 6.1.2 Testing of the solution.
- 6.1.3 Configuration, implementation and deployment of the new cloud ITSM solution based on the scope and requirements detailed above.
- 6.1.4 Conduct Change Management for the adoption of the solution
- 6.1.5 Three (3) year maintenance and support of the solution.

7. COMPETENCY, EXPERTISE AND EXPERIENCE REQUIREMENTS

- 7.1.1 **Overview of firm:** a brief outline of the Service Provider's experience along with pertinent corporate details including full legal company name; year business was established; number of people currently employed; and services provided.
- 7.1.2 **Company Experience:** The Service Provider must have provided a Cloud ITSM Solution to two (2) South African Companies with 500 employees or more, in the last five (3) years. The Service Provider must detail the scope of the solution and provide contactable references.
- 7.1.3 **Certification:** Provide Certification for the implement the solution from the OEM (if NOT an OEM)
- 7.1.4 **Integration to Microsoft Office 365:** Provide design diagrams(s), workflow processes and explanation of how the solution integrates with Microsoft Office 365 (with specific emphasis to MS Teams)
- 7.1.5 **SaaS Cloud ITSM Solution:** The solution MUST be a Software as a Service (SaaS) in the Cloud.

8. PROJECT REPORTING ARRANGEMENTS

- 8.1.1 The Service Provider will report to the DBSA ICT Head: Service Management.
- 8.1.2 A project steering committee will be established for the duration of the implementation.
- 8.1.3 The Service Provider will be expected to engage regularly with the DBSA ICT Operations/ technical teams, 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 DBSA.

Signature(s) of Bidder or assignee(s)

Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)

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

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

Cell Number:

Email Address.....

Annexure A

Price proposal

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

This template must be completed in full and included to Pricing Proposal submitted. Professional fees must be kept separate from other fees e.g. disbursements.

Professional fees

1. Specify role/s on assignment
2. Specify the name and experience of the person to be assigned to each role
3. Provide the charge out rate for each person
4. Provide an estimate of hours per role to deliver the scope of work (the information provided in this RFP)
5. Provide detailed pricing based scope of work and the requirements.

| Service Description | Price |
|--|-------|
| Solution Implementation (including Configuration, Project Management, Managed Services, etc) | R |
| Solution Support for three (3) years | R |
| Training and Skills Transfer | R |
| Change Management | R |

Other Fees

Any other fees must be disclosed in sufficient detail

1. Please specify any charges, other than professional fees, below:

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2. Please confirm that hourly fees charged for required services conducted in respect of any agency of fund will not exceeded those set out above in respect of the DBSA:

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|---------|----------------|
| Confirm | Do not confirm |
| | |

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.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
.....
 - 2.4 Company Registration Number:
.....
 - 2.5 Tax Reference Number:
.....
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

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.

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.

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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.....

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

2.8.1 If so, furnish particulars:

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

2.9.1 If so, furnish particulars.

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

2.10.1 If so, furnish particulars.

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

2.11.1 If so, furnish particulars:

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

| Full Name | Identity Number | Personal Tax Reference Number | State Number / Employee Persal Number |
|-----------|-----------------|-------------------------------|---------------------------------------|
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4. DECLARATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

Annexure C

SBD 6.1

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

1..1.8

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 |
|---|-----------|---|
| $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ | or | $P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ |

Where

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

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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

| Designated Group: An EME or QSE which is at last 51% owned by: | EME | QSE |
|---|------------|------------|
| | √ | √ |
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier

- ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES

- 1.
- 2.

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

DATE:.....

ADDRESS.....

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
 6. I confirm that I am duly authorised to sign this contract.
- NAME (PRINT).....
- CAPACITY.....
- SIGNATURE.....
- NAME OF FIRM.....

WITNESSES

1.

2.....

DATE.....

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| ITEM NO. | PRICE (ALL APPLICABLE TAXES INCLUDED) | BRAND | DELIVERY PERIOD | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|-----------------|--|--------------|------------------------|--|---|
| | | | | | |

4.I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

| |
|------------------|
| WITNESSES |
| 1..... |
| 2..... |

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| Item | Question | Yes | No |
|-------|---|---------------------------------|--------------------------------|
| 4.1 | <p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |

| | | | |
|-------|--|---------------------------------|--------------------------------|
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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 G

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 H

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

Annexure I

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 J

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 K

[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 ACQUAINTED 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 L

Tax Compliant Status and CSD Registration Requirements

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

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

| | |
|---------------------------------|--|
| CSD Registration Number: | |
|---------------------------------|--|



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

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