

REQUEST FOR PROPOSALS

<p>YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED</p>	
<p>BID NUMBER:</p>	<p>RFP186/2021</p>
<p>COMPULSORY BRIEFING SESSION DETAILS:</p>	<p>Tender briefing will be done online via Microsoft teams. Bidders must advise of their interest to participate in this tender by sending an email to LihleSCM@dbsa.org three (3) working days before the briefing meeting so as to be invited.</p> <p>23 July 2021 @11H00</p>
<p>CLOSING DATE:</p>	<p>09 August 2021</p>
<p>CLOSING TIME:</p>	<p>00H00</p>
<p>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</p>	<p>120 days</p>
<p>DESCRIPTION OF BID:</p>	<p>APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF ICT BACKUP, RESTORE, DISASTER RECOVERY AND BUSINESS CONTINUITY</p>
<p>BID DOCUMENTS DELIVERY ADDRESS:</p>	<p>1. ELECTRONIC SUBMISSIONS</p> <p><u>INSTRUCTIONS:</u></p> <ul style="list-style-type: none"> ➤ Bidders are required to issue Tender Submission Link requests and enquiries to lihleSCM@dbsa.org ONLY; ➤ No – Tender Submission Link requests will be accepted before 16h00 on the 4th of August 2021. Any requests after the stipulated date and time will be disregarded. ➤ Bidders will thereafter receive a OneDrive Link to upload their submission documents electronically. <p>NB: Electronic submission is encouraged for all bidders interest in this tender bid</p> <p>Closing date 06 August 2021 before 00:00 all bids must be submitted.</p>

NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	



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

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

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**PART A
INVITATION TO BID**

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

BID NUMBER: RFP186/2021

DESCRIPTION: **APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF ICT BACKUP, RESTORE, DISASTER RECOVERY AND BUSINESS CONTINUITY.**

COMPULSORY BRIEFING: **23 July 2021** - Tender briefing will be done online via Microsoft teams. Bidders must advise of their interest to participate in this tender by sending an email to lihleSCM@dbsa.org three (3) working days before the briefing meeting to be invited.

LINK REQUESTS: No – Tender Submission Link requests will not be accepted after **16h00 on the 4th of August 2021**. Any requests after the stipulated date and time will be disregarded.

CLOSING DATE: **09 August 2021**

CLOSING TIME: 00H00

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

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

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

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

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

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

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY (ONE DRIVE LINK) BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
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>
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

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

Part A: Invitation to Bid

Part B: Terms and Conditions of Bidding

Part C: Checklist of Compulsory Returnable Schedules and Documents

Part D: Conditions of Tendering and Undertakings by Bidders

Part E: Specifications/Terms of Reference and Project Brief

Annexure A: Price Proposal Requirement

Annexure B: SBD4 Declaration of Interest

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

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

Annexure E: SBD9: Certificate of Independent Bid Determination

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

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

PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

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

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

- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.
- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2017 published in terms of the PPPFA.
- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause 27.3 of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause 27.6 of this Part C, as prescribed by the PPPFA.
- 1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.21 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22 **SARS** means the South African Revenue Service.
- 1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 **SLA** means service level agreement.
- 1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 **State** means the Republic of South Africa.
- 1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.30 **Website** means a website administered by DBSA under its name with web address www.dbsa.org

2. INTERPRETATIONS

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

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

3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

Email: lihleSCM@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	16 / 07 / 2021
RFP document available	16 / 07 / 2021
Closing date for tender enquiries	02 / 08 / 2021
Link requests	04 / 08 / 2021 by 16h00
Closing date and time	09 / 08 / 2021 at 00h00
Intended completion of evaluation of tenders	TBA
Intended formal notification of successful Bidder(s)	TBA
Signing of Service Level Agreement	TBA
Effective date	TBA

5. SUBMISSION OF TENDERS

Instructions:

- Bidders are required to issue Tender Submission Link requests and all other enquiries to lihleSCM@dbsa.org **ONLY**;
- **No** – Tender Submission Link requests will not be accepted after **16h00 on the 4th of August 2021**. Any requests after the stipulated date and time will be disregarded.
- Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.

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

6. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

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

7. STATUS OF REQUEST FOR PROPOSAL

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

8. ACCURACY OF REQUEST FOR PROPOSAL

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

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

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

9. ADDITIONS AND AMENDMENTS TO THE RFP

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

10. REPRESENTATIONS

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

11. CONFIDENTIALITY

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

12. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

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

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

13. UNAUTHORISED COMMUNICATIONS

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

14. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

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

15. ANTI-COMPETITIVE CONDUCT

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

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

16. COMPLAINTS ABOUT THE TENDERING PROCESS

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

17. CONFLICT OF INTEREST

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

18. LATE BIDS

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

19. BIDDER'S RESPONSIBILITIES

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

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

20. PREPARATION OF BIDS

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

21. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

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

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

22. OBLIGATION TO NOTIFY ERRORS

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

23. RESPONSIBILITY FOR BIDDING COSTS

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

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

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

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

24. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

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

24.1.1 as required by law;

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

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

25. USE OF BIDS

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

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

26. BID ACCEPTANCE

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

27. EVALUATION PROCESS

27.1 The Bids will be evaluated and adjudicated as follows:

27.1.1 First Stage – Test for administrative Responsiveness

The test for administrative responsiveness will include the following:

Stage 1: Responsiveness

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

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

	Responsiveness Criteria	Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Adherence to submitting Tender as a two-folder tender. Folder 1 Functionality and returnable submission separate from Folder 2 Pricing proposal submission	Pre-Qualifier	Y
2	Attendance Register of the Compulsory Briefing Session attended by the Tenderer.	Pre-Qualifier	Y
3	In terms of the DBSA Transformation Imperative Targets, the DBSA will consider companies that are EME's and QSE's with a minimum B-BBEE status of Level 2 who will contribute to meaningful B-BBEE initiatives as part of the tender process	Pre-Qualifier	Y
4	The distance (radius) between DBSA Head-office (Midrand) and the Disaster Recovery must be 10 km.	Pre-Qualifier	Y

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

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
1	Standard conditions of tender as required.	48 hours	Y
2	Returnable documents completed and signed.	48 hours	Y
3	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: - Bidder must be fully registered & compliant in order to do business with the DBSA.	48 hours	Y
4	A valid and active Tax Compliance Status Pin issued by SARS.	48 hours	Y
5	Valid original/ certified letter of good standing (COIDA).	48 hours	Y
6	3 Years Audited Financial Statements, or Financial Statements signed off by an Accountant.	48 hours	N/A

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

27.1.2 Second Stage – Functional criteria

27.1.1 Only those Bidders which score **[70]** points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid. Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

Bidders will be assessed on the functional criteria set out in this RFP. Only those Bidders which comply with the eligibility criteria will proceed to the next stage.

27.1.2 Third Stage – Price

27.1.2.1 Those Bidders which have passed the first and second stages of the tender process will be scored on the basis of the price offered including options. The price must be fixed, no price adjustment shall be allowed.

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

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

27.3 **Qualification: Pre-Qualifying Criteria**

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

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

27.4 **Second Stage: Functional Criteria**

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

Sub-Criteria	Description	Minimum Score	Allocation Guide	Weighting
Track record and Experience	<ul style="list-style-type: none"> Three (3) contactable references of similar related services provided within the last five (5) years in institutions like or larger than the DBSA. The references must include Scope of Work Done, company name, contact person (and contact details) where similar assignments were completed successfully. Reference letters must be provided. 	N/A	Poor = Max 0 point Partially Poor = Max 2 points (1 relevant refence) Average = Max 5 points (2 relevant references)	10

Sub-Criteria	Description	Minimum Score	Allocation Guide	Weighting
			<p>Above Average = Max 8 points (3 relevant references)</p> <p>Excellent = Max 10 points (more than 3 relevant references)</p>	
<p>Backup, Restore, Replication and Storage</p> <p>(Evaluate all the requirements in Section 6.1 are met)</p>	<p>Provide the following services:</p> <ul style="list-style-type: none"> • 145 Virtual Servers with Windows 2016, 2012, 2008, 2003 Operating Systems. • At least 110 back servers (51TB) • 1 NTFS volume for user files (17 TB) • Monthly back of all servers • Monthly archive to tape of all servers • Daily incremental backup on all servers • Backup within a window of 18:00 to 06:00 daily. • 30 days disk retention • 5 years archive retention • Daily report on previous day's backups • Monthly report and status update • Monthly meeting SLA meeting • Monthly DR testing • DBSA Workloads in MS Azure 	14 points	<p>Poor = 0 points (max)</p> <p>Partially Poor = 5 points (max)</p> <p>Average = 15 points (max)</p> <p>Above Average = 20 points (max)</p>	20
<p>Disaster Recovery</p> <p>(Evaluate all the requirements)</p>	<p><u>Provide the following services:</u></p> <p><u>WAN</u></p> <ul style="list-style-type: none"> • Describe how the data will be secured whilst being replicated. 	14 points	<p>Poor = 0 points (max)</p> <p>Partially Poor = 5 points (max)</p>	

Sub-Criteria	Description	Minimum Score	Allocation Guide	Weighting
<p>in Section 6.2 are met)</p>	<ul style="list-style-type: none"> • Provide an architecture diagram of the proposed solution. • Proposed schedule of data replication. • Describe how the DR site can be accessed remotely. • Is Wi-Fi connectivity available at the DR site? <p><u>DR LAN</u></p> <ul style="list-style-type: none"> • 1 Gb/s connectivity for servers with the capacity to move to 10 Gb/s. • Workstation connectivity - Provide the ability to allow 25 syndicated users to connect via Wi-Fi and LAN to the DR site. • Images to be created for workstations and to be kept current. <p><u>Hardware</u></p> <ul style="list-style-type: none"> • Virtualisation on-demand for servers described in Sections 6 and Error! Reference source not found.. • Provide multi-function printing capabilities at the DR site-Print Server. • Provide telephone service for 5 lines. • Disk backup solutions for DR 		<p>Average = 15 points (max)</p> <p>Above Average = 20 points (max)</p>	<p>20</p>

Sub-Criteria	Description	Minimum Score	Allocation Guide	Weighting
	<p>site.</p> <ul style="list-style-type: none"> • Provide the Solution to replicate the data from DBSA to DR site. • Provide 25 Seats • Provide Board Room facilities. <p><u>Security</u></p> <ul style="list-style-type: none"> • Describe how physical access to the DR site is managed, as well as logical access to backed up data. • Define how the Disk based backup Solution will be secured physically and logically. • Provide the procedure for provisioning and de-provisioning the DR environment. • Allow for the alignment of both DBSA and DR site internal processes and policies • Ability to backup on-premise data and data in cloud solution 			
<p>Business Continuity</p> <p>(Evaluate all the requirements in Section 6.3 are met)</p>	<ul style="list-style-type: none"> • Details on the size, capacity and availability of the work area recovery site or sites, facilities, and services (Catering 25 seats) • Evidence of compliance with all the relevant legislation and regulations including health and safety, physical security, information security, facilities, etc. • Evidence of standards adopted as best practise or 	14 points		20

Sub-Criteria	Description	Minimum Score	Allocation Guide	Weighting
	<p>accreditation.</p> <ul style="list-style-type: none"> • Evidence of how a full invocation was handled from response, recovery, restore and failback to production. • Evidence of Incident • Management protocols. 			
<p>Solution Support, Procedures and SLAs</p> <p>(Evaluate all the requirements in Section 6.4 are met)</p>	<ul style="list-style-type: none"> • 24/7 1-hour response for repair support contract. • Provide support functions during the DR process, aligned to the DBSA SLA. • Desktop team to be included in training support. • Documentation and SOP's • A0 laminated Architectural Diagram (Soft and Hard Copy). • Provide the ability to log calls in the event of issues being raised during a DR. • Provide responsibilities matrix for the creation of the virtual environments and the loading of the data migration. 	14 points	<p>Poor = 0 points (max)</p> <p>Partially Poor = 5 points (max)</p> <p>Average = 15 points (max)</p> <p>Above Average = 20 points (max)</p>	20
<p>Network, Bandwidth and Connectivity</p> <p>(Evaluate all the requirements in Section 6.5 are met)</p>	<p><u>Provide the following services:</u></p> <p><u>WAN</u></p> <ul style="list-style-type: none"> • Confirm network bandwidth connectivity for DR services • Cater for the required bandwidth based on data replication size with capacity for growth. 	N/A		

Sub-Criteria	Description	Minimum Score	Allocation Guide	Weighting
Training and Skills Transfer (Evaluate all the requirements in Section 6.4 are met)	Provide detailed response on how the Service Provider will deliver training and skills transfer for the DBSA support specialists	N/A	Poor = Max 1 point Partially Poor = Max 2 point Average = Max 3 points Above Average = Max 4 points Excellent = Max 5 points	5
Site Inspection	<ul style="list-style-type: none"> • Quality of office facilities meet the DBSA expectations • The physical security access to the facility is of a sufficient level. • Is the DR site more than 10 km from the DBSA? • Is the shared workspace of sufficient quality? • Is the facility accessible to disabled staff? • Is the facility accessible 24x7x365? • Does the facility have UPS and generator? • Are the generators tested regularly? • Are the environmental controls monitored? • Is there a fire suppression system? • On site board room facilities sufficient for Executive/Board meetings? • Safe storage area for DBSA battle box? 	3	Poor = Max 1 point Partially Poor = Max 2 point Average = Max 3 points Above Average = Max 4 points Excellent = Max 5 points	5

Sub-Criteria	Description	Minimum Score	Allocation Guide	Weighting
	<ul style="list-style-type: none"> Does the DR site have its own DR plan and facility? 			
	Total			100

27.5 A minimum of **70 points out of a 100** for the functional evaluation will qualify the Bid to move on to the second stage of evaluation, which is price and preferential point's evaluation. Bidders that do not score **70** points or higher at this stage of the evaluation will not be evaluated during the second stage of the evaluation.

27.6 **Third Stage: Price**

The third stage of evaluation of the Bids will be in respect of price only. To evaluate a bid, the following shall consider:

- (a) the price offered including options, should be fixed. No price adjustments are allowed;
- (b) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Schedule;
- (c) price adjustment for correction of arithmetic errors;
- (d) price adjustment due to discounts offered;
- (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency;
- (f) price adjustment for nonconformities in accordance with Functional;

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	Comply/Accept	Do not comply/Do not accept

to acquire any of the items included in any Bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.		
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36.1.4

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

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

The Bidder should not qualify the proposal with own conditions. 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.	Comply/Accept	Do not comply/Do not accept

36.1.14

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

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

36.1.16

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

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.		
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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. 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.	Comply/Accept	Do not comply/Do not accept

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

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

36.1.30

<p>The following will be grounds for disqualification:</p>	<p>Comply/Accept</p>	<p>Do not comply/Do not accept</p>
<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. 		

Signature(s) of Bidder or assignee(s) Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)

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

.....

.....

.....

.....

.....

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

Cell Number:

Email Address.....

PART E

TERMS OF REFERENCE & PROJECT BRIEF

1. INTRODUCTION

The Development Bank of Southern Africa (“the DBSA” or “the Bank”) is a Development Finance Institution (“DFI”) owned by the Government of the Republic of South Africa (“the shareholder”), with a mandate to finance infrastructure projects across Africa. The Development Bank of Southern Africa (DBSA) has positioned itself into a development finance institution (DFI) that champions, and often leads, infrastructure integration and development. The Bank has sought to promote economic and social development by mobilising financial and other resources from the national and international private and public sectors for sustainable development projects in South Africa, the SADC region and the whole of the African continent.

In broad and aspirational terms, the DBSA has the vision of “a prosperous and integrated resource efficient region, progressively free of poverty and dependency”. DBSA contributes to a just transition toward a renewed and inclusive economy and society that embodies resilience, regeneration and transcends current trajectories. As development practitioners, the DBSA holds this to be the transformative change needed to realise a prosperous, integrated and resource efficient continent. This stance progressively advances the common goals for sustainable and equitable wellbeing. DBSA will work in partnership to co-produce impactful development solutions and the sustained platforms of an enabling environment for participation, a sense of purpose, empowerment and deep connections. DBSA will bend the arc of history through our continued multi-faceted investments in sustainable infrastructure and human capacity development.

The DBSA Mandate, Vision and Mission is underpinned by its core values: High Performance; Integrity; Innovation; Service Orientation; Shared Vision.

2. PURPOSE

- The purpose of this Request for Proposal (RFP) is to invite qualified providers to submit a bid to provide a Disaster Recovery as a Service (DRaaS) solution. This RFP documents DBSA’s Disaster Recovery objectives and expectations and their solution,

support, and pricing requirements. It also provides a high-level along with other communication and technical criteria as appropriate.

- DBSA intends to appoint a Service Provider for **ICT Backups, Restore, Disaster Recovery, Business Continuity, and related services**. The solution **MUST** cater for DBSA **On-Premises** and Microsoft (MS) Azure Workloads.
- DBSA wants to select a provider by end July 2021. Their goal is to begin data replication and have access to the necessary toolsets that will ultimately support the configuration of a DRaaS environment by the first part of beginning of August 2021. Further discussions will take place during the provider selection process to confirm expectations and details for full implementation and testing of any solution or environments.

3. BACKGROUND

The current contract for ICT Backup, Restore, Disaster Recovery, Business Continuity and related services is coming to an end. The current contract focuses **ONLY** on the ICT backup, restore and DR services for On-premises environment. The Bank thus needs to enter into a new agreement with a Service Provider which can provide these services for both for the On-Premises and Microsoft Azure environments.

4. DBSA ICT ENVIRONMENT AND CONSIDERATIONS

DBSA currently has an ICT Backup, Restore and Disaster Recovery site in place contracted to a Third-Party Service Provider. The new Service Provider to be appointed for the ICT Backup, Restore, Disaster Recovery and related services is expected to provide similar and more services with a view that, DBSA is running a hybrid environment with some of the services hosted On-Premise (majority) and a few in MS Azure.

The Service Provider should take in consideration the following factors when responding to the requirements of this RFP:

- DBSA is currently running a hybrid hosting environment, which includes On-Premises (majority) and MS Azure Cloud Workloads (few). DBSA is constantly migrating new and existing services to the MS Azure in accordance with the DBSA Digital and Cloud Migration Strategy. This means, the Service Provider **SHOULD** take into consideration the migration of current systems from On-premises to the Cloud in the future.
- In terms of performing a DR activity we should be able to either failover to the cloud or physical site as will be provided by the potential service provider.

- The new Backup solution will be integrated into the IBM PureFlex and CISCO Hyperflex Converged Storage and Server Solution. Below is the representation of the current Backup environment and how components connect to each other. Note: DBSA is currently running a project to replace the current IBM PureFlex solution with CISCO Hyperflex Coverage Solution for Server and Storage. The **FIGURE 1** below depicts the current DBSA Backup & Restore architectural design:

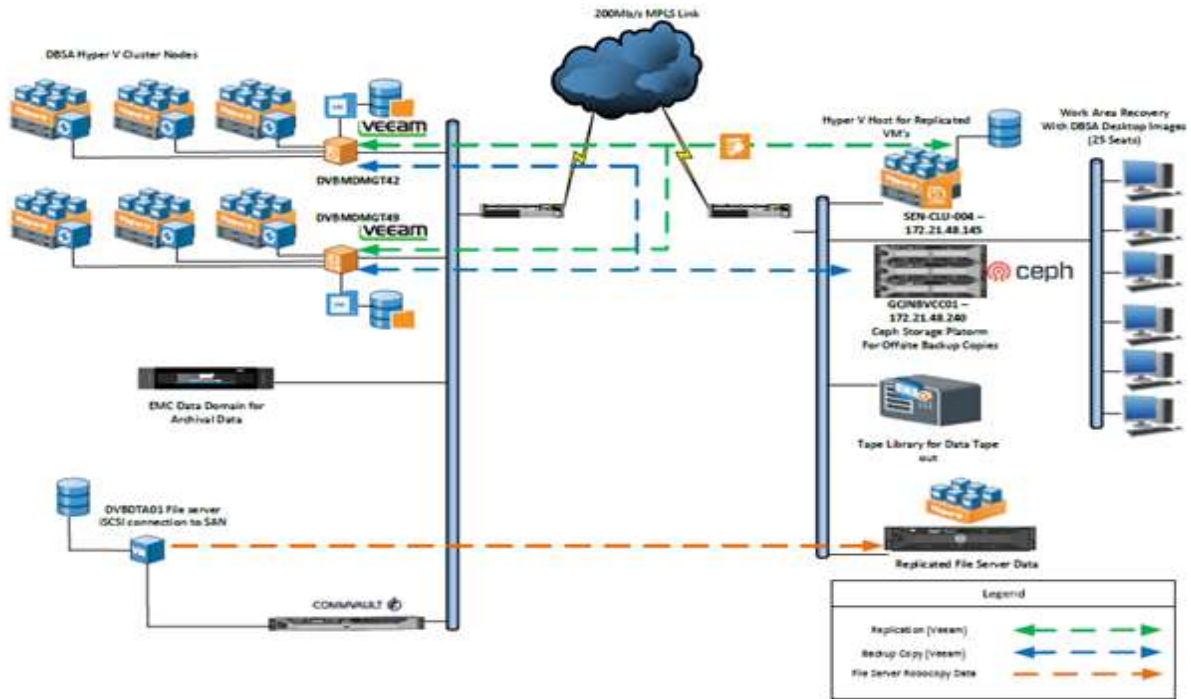


FIGURE 1: CURRENT DBSA BACKUP AND RESTORE ARCHITECTURE

- DBSA currently uses Veeam application as a Backup and replication solution (Licenced via a rental model through the existing Disaster Recovery Service Provider). Data gets backed up daily on the two physical servers residing in the DBSA network and copies of backup get replicated to the service provider site using the secure channel to the service provider network on pre-defined time schedules.
- The DBSA connection has a 200 Mbps line to an MPLS (via an ISP) as depicted in **FIGURE 2** below:

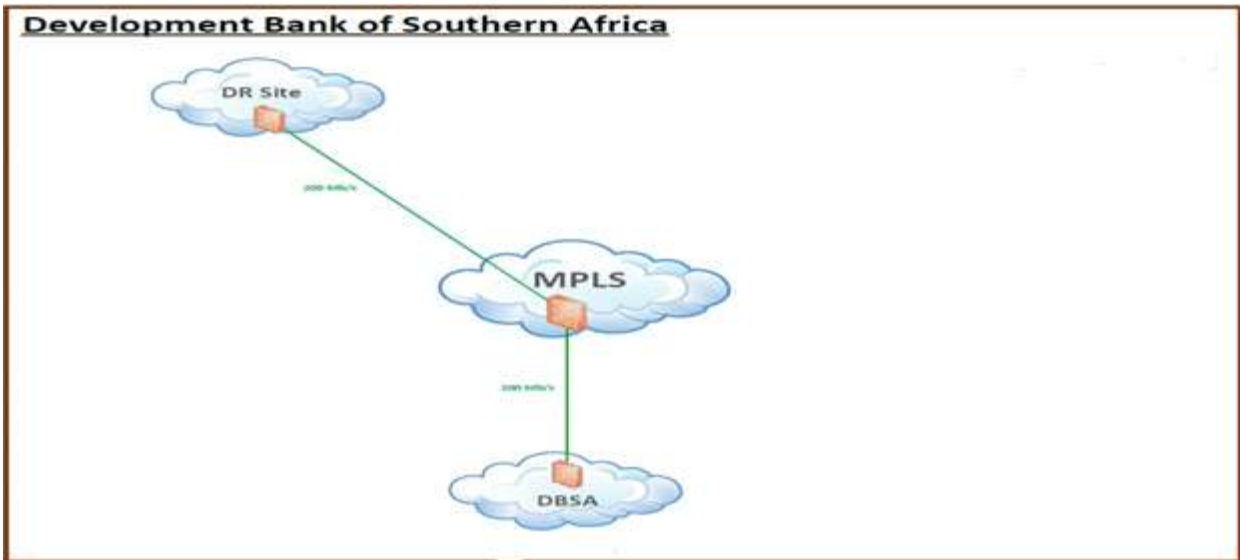


FIGURE 2: DBSA HIGH LEVEL NETWORK ARCHITECTURE

- In this new Disaster Recovery RFP, the Service Provider **MUST** provide own network bandwidth connectivity for the Disaster Recovery services. The pricing for the network bandwidth connectivity must be included as part of the DRaaS solution to be provided by the Service Provider. The Service Provider should clearly document the type of connectivity offered as part of their solution. The Service Provider should clearly document how additional connectivity/bandwidth usage is managed/ handled when the DBSA needs to utilize the DRaaS solution.
- The current Service Provider Service provides related services required including among others, a work site (25 seats) with appropriate facilities to provide business continuity in the event of a disaster which renders the Bank's facilities unavailable. Included in such facility includes an IT capability which is suitable and allows for the Bank's systems to be recovered and operated indefinitely.
- DBSA utilizes Hyper-V for virtualization for On-Premises Server environment.
- The Service Provider should clearly document how their DRaaS solution functions.
- The Service Provider should clearly document how data is replicated to the DRaaS service.
- The Service Provider should clearly document how their own Disaster Recovery procedures and solution operates and what, if any, are the potential impacts to the customer's DRaaS service
- The Service Provider should document all service tiers, along with associated RTO and RPO targets, tier pricing and daily resource usage charges.
- If the Service Providers have other IaaS offerings, they should document how those offerings work and if those offerings are tied to the DRaaS solution.
- The Service Provide must clearly document backup, restore or archival services required.

- The Service Provider must prove scalability of their services and that they can support any changing and growing needs DBSA may have.
- The Service Provider should be forthright about the size of their existing production customer base and the number of actual declarations that the Service Provider has supported over the past year.
- The agreement to be entered into will be for the period of three years, with flexibility to add and remove services.

5. SCOPE OF WORK

The scope of work is to provide the following services for the period of three years, and includes the following:

- The Service Provider invited to provide a proposal, including pricing for DRaaS:
 - ICT Backup,
 - Systems Restore,
 - Data storage and replication,
 - Data archiving and retrieval,
 - Disaster Recovery,
 - Business Continuity
 - Support, Procedures and SLAs,
 - Network, Bandwidth and Connectivity,
 - Training and skills transfer.
- DBSA access, as needed, to the DRaaS site (This would be used for facility inspection and audit requirements).
- Ability for DBSA to remotely monitor assigned environments.
- Migrate the whole DR services including data from existing Service Provider.
- Provide support services, including planned, migration or ad hoc)
- Providing training and skills transfer for supporting the services to DBSA ICT resources.
- Pricing models and detail that show basic charges for connectivity, tools, storage, processing, etc.
- The Bank is open to cloud-based options particularly in the MS Azure environment. [Non-MS Azure Service Providers are welcome and encouraged to bid].

6. FUNCTIONAL REQUIREMENTS

The RFP response must address all of DBSA's requirements and expectations documented in this section. Please provide quantifiable details of your proposed solution along with any associated processes, procedures, and protocols. Copies of these documents should be provided if available. If a requirement cannot be met please indicate the performance level offered or an alternative option.

The Service Provider will be evaluated on the ability to deliver on the following functional requirements in addition to other evaluation criteria. The solutions proposed will be evaluated across all responding providers and will be subject to the scoring table.

6.1 ICT Backup, Restore, Replication and Storage:

6.1.1 On-site Disk Backup:

6.1.1.1 110 servers

6.1.1.2 Operating Systems:

6.1.1.2.1 Windows Server 2016

6.1.1.2.2 Windows Server 2012

6.1.1.2.3 Windows Server 2008

6.1.1.2.4 Windows Server 2019

6.1.1.2.5 Open-source distribution E.g., Red hat, Ubuntu and Suse.

6.1.1.3 Databases:

6.1.1.3.1 MS SQL 2016

6.1.1.3.2 MS SQL 2012

6.1.1.3.3 MS SQL 2008

6.1.1.3.4 MS SQL 2005

6.1.1.3.5 MS SQL 2000

6.1.1.4 Messaging:

6.1.1.4.1 MS Exchange 2016 Enterprise

6.1.1.4.2 MS Exchange 2016 Standard

6.1.1.5 Backup Replication:

6.1.1.5.1 Number of Critical servers including the size will be determined by DBSA ICT Team and Service Provider to be replicated on pre-defines schedules.

6.1.1.5.2 Weekly replication on all other servers will be required.

6.1.1.5.3 Should cater for replication size increase of 20% yearly for three (3) years. This must be priced separately based on pay-as-use model.

6.1.1.6 Virtual Environment:

- 6.1.1.6.1 Size 18,427 TB
- 6.1.1.6.2 Daily incremental backups
- 6.1.1.6.3 Weekly full Backups
- 6.1.1.6.4 Monthly archiving of Data using the latest reliable technology will be required.
- 6.1.1.6.5 Should cater for Virtual Environment size increase of 20% yearly for three (3) years. This must be priced separately based on pay-as-use model.
- 6.1.1.6.6

6.1.1.7 User directory / shared folders (NTFS File systems – currently being migrated to SharePoint Online):

- 6.1.1.7.1 Size 16,296 TB
- 6.1.1.7.2 Daily incremental backups
- 6.1.1.7.3 Weekly full Backups
- 6.1.1.7.4 Monthly archive to tape
- 6.1.1.7.5 Monthly archive to tape
- 6.1.1.7.6 Monthly reports.

6.1.1.8 Storage:

- 6.1.1.8.1 Should cater for storage size increase of 50% in three (3) years. This must be priced separately based on pay-as-use model.
- 6.1.1.8.2 Monthly testing
- 6.1.1.8.3 Daily backups should be completed between 6pm and 6am the following day
- 6.1.1.8.4 Monthly reports.
- 6.1.1.8.5 Detail tiered pricing and availability for data storage solution between the customer's primary site DBSA and the DRaaS location with intermittent write access and transaction logging.
- 6.1.1.8.6 Describe how the Service Provider solution will make sufficient storage continually available for incremental data replication from the primary site to the DR site, including the provider's storage backup (DR) strategy.

6.1.2 Infrastructure

- 6.1.2.1 Provide a complete description of the proposed infrastructure including quantities, configuration and models of equipment, applications, types of data storage, memory, CPU/servers, network, storage used to support the DRaaS solution.

- 6.1.2.2 The Service Provider must provide a sufficient infrastructure environment that will allow DBSA to build a suitable DR environment to support business processes
- 6.1.2.3 The Service Provider shall describe their excess infrastructure capacity in the event all clients of the provider execute simultaneous and put 100% demand on the provider's infrastructure
- 6.1.2.4 The Service Provider must provide details of expected performance and any degradation should DBSA stress the environment to 100% Of what? Compute capacity? storage capacity? network capacity? All the above?
- 6.1.3 Tools/Applications
 - 6.1.3.1 Provide details of any hardware/software tools required to fully integrate to the provider's hosting environment including name, version, quantity, pricing.
 - 6.1.3.2 The Service Provider to provide details of any provider application or toolsets required to allow enable DRaaS site. Include versions/configuration details and associated costs. Also, the proposal must state if they will be provided by the provider.
 - 6.1.3.3 The Service Provider must provide details of the virtual environment deployed and the tools/applications used.

6.2 Disaster Recovery:

- 6.2.1 To provide a DR site that caters for all business-critical systems that can also be used for "High Availability"
- 6.2.2 To provide a DR site that can be used as production site in the event we experience total service outage in the DBSA campus site.
- 6.2.3 To provide a DR site that will possibly be shared with other like organizations.
- 6.2.4 To provide a solution that will make it possible to restore connectivity within a defined and reasonable SLA.
- 6.2.5 To provide a DR site that will cater for redundant, resilient network connectivity.
- 6.2.6 To provide the secure environment for data archiving, integrity, and reliability.
- 6.2.7 Describe how physical access to the DR site is managed, as well as logical access to backed up data.
- 6.2.8 Define how the Disk based backup Solution will be secured physically and logically.
- 6.2.9 Provide the procedure for provisioning and de-provisioning the DR environment.
- 6.2.10 Allow for the alignment of both DBSA and DR site internal processes and policies.
- 6.2.11 Ability to backup on-premises data and data in cloud solution.

6.3 Business Continuity:

- 6.3.1 To provide suitable location / locations to meet all the work area recovery requirements.

- 6.3.2 The location of the work area recovery site should be a reasonable distance from the DBSA campus. (Different power grids, etc.).
- 6.3.3 Sufficient and secure parking for staff members.
- 6.3.4 To provide more than one location as options for the work area recovery.
- 6.3.5 To provide for 25 dedicated seats for roles identified as part of the DBSAs Business Impact Assessment.
- 6.3.6 To provide additional syndicated seating or additional space, when required.
- 6.3.7 To facilitate the quarterly business continuity exercises in line with the Business Continuity Programme.
- 6.3.8 To provide Emergency Boardroom facilities for Executive Leadership
- 6.3.9 To provide boardroom facilities to accommodate meetings required by Senior and Crisis Leadership.
- 6.3.10 To provide meeting rooms when required.
- 6.3.11 Details on the size, capacity and availability of the work area recovery site or sites, facilities, and services (Catering 25 seats)
- 6.3.12 Evidence of compliance with all the relevant legislation and regulations including health and safety, physical security, information security, facilities, etc.
- 6.3.13 Evidence of standards adopted as best practise or accreditation.
- 6.3.14 Evidence of how a full invocation was handled from response, recovery, restore and failback to production.
- 6.3.15 Evidence of Incident
- 6.3.16 Management protocols.

6.4 Support, Procedures and Service Level Agreements (SLA)

- 6.4.1 The Service provider's proposal shall allow for support of no less than four (4) DR tests per year at the discretion of DBSA (please provide supporting processes and procedures). What is the minimum time period that is required for each test?

- 6.4.2 The Service Provider must describe the timing and processes in place that provide sufficient time to make infrastructure resources available to spin up the necessary DR environment.
- 6.4.3 The Service Provider will need to express their own DR procedures and capabilities in the event the providers hosting/data center site encounters a disaster. This should include mitigating measures for network, power, cooling, etc.
- 6.4.4 The Service Provider should describe the procedures for DBSA to execute fail over into the DRaaS location.
- 6.4.5 The Service Provider should provide details if they are not solely responsible for elements of the solution including procurement, configuration, management, operation, monitoring, maintenance and alerting of all hosting systems.
- 6.4.6 The Service Provider must describe access requests and procedures, tools and applications that are required for DBSA resources request a service using either the Service Provider's service portal or a request ticket.
- 6.4.7 The Service Provider shall be solely responsible for managing any incident, problem and changes that occur to the DRaaS infrastructure.
- 6.4.8 The Service Provider the process for how requests, approval and validation processes and communicated and managed.
- 6.4.9 The Service Provider must provide details on how they will manage operations failback from the cloud data center back to the DBSA's production data center.
- 6.4.10 The Service Provider must provide details on how relevant infrastructure and/or toolset changes will be communicated to DBSA (sufficient time for DBSA to review and to provide input needs to be made available prior to implementation).
- 6.4.11 The Service Provider shall provide the processes and management for notification of both scheduled and emergency maintenance and/or down time to DBSA. DBSA will expect adequate time to assess potential impacts and implement mitigating measures in the event of an emergency during a provider outage.
- 6.4.12 The Service Provider must provide details for the fault tolerance, monitoring, alerting and notification processes for any hardware and power solutions that may affect DBSA

(e.g., UPS, battery and server clustering). The Service Provider must provide DBSA with details on how to access said monitoring.

6.4.13 The Service Provider to provide details of all financial institution/government regulations they must adhere to such as POPIA.

6.4.14 The Service Provider shall provide a single point of contact for all incident, problem issues on a 7/24/365 basis.

6.4.15 From 08h00 to 17h00 during weekdays and afterhours will be expected from the Service Provider including weekends and public holidays.

6.4.16 Participation on projects that may impact the backup, restore, disaster recovery and/or business continuity including but not limited to migration of to Cloud.

6.4.17 **Service Level Agreements (SLA):** The Service Provider should express their standard Service Levels Agreement (SLA) as part of this proposal and how it will be measured and reported with an example. Final SLA's will be determined as part of Contract negotiations.

6.5 Network, Bandwidth and Connectivity

6.5.1 The Service Provider must provide own network bandwidth connectivity for the Disaster Recovery services. **The pricing for the network bandwidth connectivity must be included as part of the DRaaS solution to be provided by the Service Provider.**

6.5.2 The Service Provider should clearly document the type of connectivity offered as part of their solution.

6.5.3 The Service Provider should clearly document how additional connectivity/bandwidth usage is managed/ handled when the DBSA needs to utilize the DRaaS solution.

6.5.4 The Service Provider must describe how circuits between sites are fail safe and of sufficient bandwidth to handle 100% of DBSA's peak demand.

6.5.5 The Service Provider circuits into and out of the provider location should support DBSA's existing environment and be described in detail (type, bandwidth, etc.) Include how they are managed, monitored and how alerts are communicated to DBSA when appropriate.

6.5.6 The Service Provider must describe circuit scalability should the DBSA needs grow.

- 6.5.7 Describe how the Service Provider solution will allow for deployment of configuration changes once the DRaaS infrastructure has been provisioned.
- 6.5.8 The Service Provider must always provide continuous availability of the network and DR site.

6.6 Training and skills transfer:

- 6.6.1 The Service Provider must provide a skills transfer plan to capacitate DBSA ICT staff on the implemented technology.
- 6.6.2 Provide details on the extent which the provider trains the customer's support staff in the use and management of the service.
- 6.6.3 Execute the provided skills plan.

7. COMPETENCY, EXPERTISE AND EXPERIENCE REQUIREMENTS

- 7.1 **Certification:** Certification and qualification on the said product is required to show competency.
- 7.2 **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; and number of people currently employed.
- 7.3 **Company Experience:** The Service Provider must have an implementation experience of at least three (3) similar projects completed in the last five (5) years.

8. REPORTING ARRANGEMENTS

- 8.1 The Service Provider will report to the DBSA ICT Head: ICT Infrastructure or delegated personnel.
- 8.2 The Service Provider will be expected to conclude an SLA with the DBSA and report regularly as proposed by the ICT Head of Service Management or delegated personnel with regards to the performance of the SLA.
- 8.3 The Service Provider will be expected to engage regularly with the DBSA ICT Operations/ Technical teams, as per the schedule and deliverables that will be agreed between the parties.

8.4 The Service Provider will be expected to avail the environment to periodic audit to validate the service being offered.

8.5 The service provider will be expected to conduct quarterly vulnerability and threat assessments and a quarterly report on their business continuity capability.

9. PRICING, CONTRACTS AND PAYMENT TERMS

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

9.1 The expected contract period is three (3) years. A separate schedule should be proposed with three (3) years pricing categorized yearly (with any expected escalations). See Pricing Table below.

9.2 Service Providers should clearly document contract termination options and charges.

9.3 Complete “packaged” pricing for infrastructure provisioning and services for Disaster Recovery capability as described in the requirements above.

9.4 Storage costs must be clearly articulated.

9.5 Standard DRaaS pricing for base services must be clearly documented along with the costs associated with spinning up servers (the Pay-as-You-Go or Pay-as-You-Use model)

9.6 Provide tiered pricing for the various services offered in a DRaaS model where available

9.7 Complete network access and use pricing should be detailed in the proposal response, including any costs associated with variable bandwidth (burst) usage with minimum/maximum bandwidth pricing tiers.

9.8 Operational pricing should be expressed as baseline minimums with incremental tiered cost for increased consumption of infrastructure to accommodate growth

9.9 Provide pricing based on the items below and ensuring that all elements of the scope are addressed:

9.9.1 Provision of backup, restoration, replication, and storage

9.9.2 Data archiving and retrieval,

9.9.3 Disaster recovery,

9.9.4 Business continuity,

9.9.5 Support, Procedures and SLAs,

9.9.6 Network, Bandwidth and Connectivity,

9.9.7 Training and skills transfer.

9.9.8 Payment terms will be negotiated and agreed with the winning Service Provider during contracting.

9.10 The Service Provider must utilize the table below as base for pricing:

Service Description	Pricing			
	Once-Off Non-Recurring Costs (if Applicable)	Year 1 – Monthly Recurring Costs x 12 into Yearly Recurring Costs (if Applicable)	Year 2 – Monthly Recurring Costs x 12 to consolidate into Yearly Recurring Costs (if Applicable)	Year 3 – Monthly Recurring Costs x 12 to consolidate into Yearly Recurring Costs (if Applicable)
Provision of Backup, Restore, Replication and Storage				
Data Archiving and Retrieval (price for 25 TB of data, including file shares to potentially be archived)				
Disaster Recovery				
Business Continuity (25 seats)				
Equipment (if any)				
Software (if any)				
Installation and Setup (if any)				

Support, Procedures and SLAs				
Network, Bandwidth and Connectivity				
Other (if any)				
Sub-Total				
15% VAT				
Total				

***Service Providers must include any yearly escalations (if applicable)**

10. MINIMUM PROPOSAL REQUIREMENTS

The Service Provider not meeting any of the requirements below will be automatically disqualified.

10.1 The following mandatory requirements should be met:

Qualifying Criteria	Yes	No
BBBEE STATUS 51% Black-Owned EMES' and QSE's with a minimum BEE level 2	X	
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.	X	

The distance (radius) between DBSA Head-office (Midrand) and the Disaster Recovery must be 10 km.	X	
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11. FUNCTIONAL AND TECHNICAL EVALUATION CRITERIA

11.1 The Service Provider **must meet 70% threshold** on the following **sub-criteria**:

- 11.1.1 Backup, restore, replication and storage
- 11.1.2 Data archiving and retrieval
- 11.1.3 Disaster recovery,
- 11.1.4 Business continuity, and
- 11.1.5 Support, procedures, and SLAs
- 11.1.6 Network, Bandwidth and Connectivity
- 11.1.7 Training and skills transfer.
- 11.1.8 Site Inspection

11.2 The service provider must provide the DBSA with a proposal with the following headings (sub-criteria) on which they will be evaluated:

Sub-Criteria	Description	Minimum Score	Allocation Guide	Weighting
Track record and Experience	<ul style="list-style-type: none"> • Three (3) contactable references of similar related services provided within the last five (5) years in institutions like or larger than the DBSA. • The references must include Scope of Work Done, company 	N/A	Poor = Max 0 point Partially Poor = Max 2 points (1 relevant reference) Average = Max 5 points (2 relevant references) Above Average = Max 8 points	10

Sub-Criteria	Description	Minimum Score	Allocation Guide	Weighting
	<p>name, contact person (and contact details) where similar assignments were completed successfully.</p> <ul style="list-style-type: none"> Reference letters must be provided. 		<p>(3 relevant references)</p> <p>Excellent = Max 10 points</p> <p>(more than 3 relevant references)</p>	
<p>Backup, Restore, Replication and Storage</p> <p>(Evaluate all the requirements in Section 6.1 are met)</p>	<p>Provide the following services:</p> <ul style="list-style-type: none"> 145 Virtual Servers with Windows 2016, 2012, 2008, 2003 Operating Systems. At least 110 back severs (51TB) 1 NTFS volume for user files (17 TB) Monthly back of all servers Monthly archive to tape of all servers Daily incremental backup on all servers Backup within a window of 18:00 to 06:00 daily. 30 days disk retention 5 years archive retention Daily report on previous day's backups Monthly report and status update 	14 points	<p>Poor = 0 points (max)</p> <p>Partially Poor = 5 points (max)</p> <p>Average = 15 points (max)</p> <p>Above Average = 20 points (max)</p>	20

Sub-Criteria	Description	Minimum Score	Allocation Guide	Weighting
	<ul style="list-style-type: none"> Monthly meeting SLA meeting Monthly DR testing DBSA Workloads in MS Azure 			
<p>Disaster Recovery</p> <p>(Evaluate all the requirements in Section 6.2 are met)</p>	<p><u>Provide the following services:</u></p> <p><u>WAN</u></p> <ul style="list-style-type: none"> Describe how the data will be secured whilst being replicated. Provide an architecture diagram of the proposed solution. Proposed schedule of data replication. Describe how the DR site can be accessed remotely. Is Wi-Fi connectivity available at the DR site? <p><u>DR LAN</u></p> <ul style="list-style-type: none"> 1 Gb/s connectivity for servers with the capacity to move to 10 Gb/s. Workstation connectivity - 	14 points	<p>Poor = 0 points (max)</p> <p>Partially Poor = 5 points (max)</p> <p>Average = 15 points (max)</p> <p>Above Average = 20 points (max)</p>	20

Sub-Criteria	Description	Minimum Score	Allocation Guide	Weighting
	<p>Provide the ability to allow 25 syndicated users to connect via Wi-Fi and LAN to the DR site.</p> <ul style="list-style-type: none"> • Images to be created for workstations and to be kept current. <p><u>Hardware</u></p> <ul style="list-style-type: none"> • Virtualisation on-demand for servers described in Sections 6 and Error! Reference source not found.. • Provide multi-function printing capabilities at the DR site- Print Server. • Provide telephone service for 5 lines. • Disk backup solutions for DR site. • Provide the Solution to replicate the data from DBSA to DR site. 			

Sub-Criteria	Description	Minimum Score	Allocation Guide	Weighting
	<ul style="list-style-type: none"> • Provide 25 Seats • Provide Board Room facilities. <p><u>Security</u></p> <ul style="list-style-type: none"> • Describe how physical access to the DR site is managed, as well as logical access to backed up data. • Define how the Disk based backup Solution will be secured physically and logically. • Provide the procedure for provisioning and de-provisioning the DR environment. • Allow for the alignment of both DBSA and DR site internal processes and policies • Ability to backup on-premise data and data in cloud solution 			
<p>Business Continuity</p> <p>(Evaluate all the</p>	<ul style="list-style-type: none"> • Details on the size, capacity and availability of the work area recovery site or sites, facilities, and services 	14 points		20

Sub-Criteria	Description	Minimum Score	Allocation Guide	Weighting
requirements in Section 6.3 are met)	(Catering 25 seats) <ul style="list-style-type: none"> Evidence of compliance with all the relevant legislation and regulations including health and safety, physical security, information security, facilities, etc. Evidence of standards adopted as best practise or accreditation. Evidence of how a full invocation was handled from response, recovery, restore and fallback to production. Evidence of Incident Management protocols. 			
Solution Support, Procedures and SLAs (Evaluate all the requirements in Section 6.4 are met)	<ul style="list-style-type: none"> 24/7 1-hour response for repair support contract. Provide support functions during the DR process, aligned to the DBSA SLA. Desktop team to be included in training support. 	14 points	Poor = 0 points (max) Partially Poor = 5 points (max) Average = 15 points (max) Above Average = 20 points (max)	20

Sub-Criteria	Description	Minimum Score	Allocation Guide	Weighting
	<ul style="list-style-type: none"> • Documentation and SOP's • A0 laminated Architectural Diagram (Soft and Hard Copy). • Provide the ability to log calls in the event of issues being raised during a DR. • Provide responsibilities matrix for the creation of the virtual environments and the loading of the data migration. 			
<p>Network, Bandwidth and Connectivity</p> <p>(Evaluate all the requirements in Section 6.5 are met)</p>	<p><u>Provide the following services:</u></p> <p><u>WAN</u></p> <ul style="list-style-type: none"> • Confirm network bandwidth connectivity for DR services • Cater for the required bandwidth based on data replication size with capacity for growth. 	N/A		
<p>Training and Skills</p>	<p>Provide detailed response on how</p>	N/A	<p>Poor = Max 1 point</p>	

Sub-Criteria	Description	Minimum Score	Allocation Guide	Weighting
Transfer (Evaluate all the requirements in Section 6.4 are met)	the Service Provider will deliver training and skills transfer for the DBSA support specialists		Partially Poor = Max 2 point Average = Max 3 points Above Average = Max 4 points Excellent = Max 5 points	5
Site Inspection	<ul style="list-style-type: none"> Quality of office facilities meet the DBSA expectations The physical security access to the facility is of a sufficient level. Is the DR site more than 10 km from the DBSA? Is the shared workspace of sufficient quality? Is the facility accessible to disabled staff? Is the facility accessible 24x7x365? Does the facility have UPS and generator? Are the generators 	3	Poor = Max 1 point Partially Poor = Max 2 point Average = Max 3 points Above Average = Max 4 points Excellent = Max 5 points	5

Sub-Criteria	Description	Minimum Score	Allocation Guide	Weighting
	<p>tested regularly?</p> <ul style="list-style-type: none"> • Are the environmental controls monitored? • Is there a fire suppression system? • On site board room facilities sufficient for Executive/Board meetings? • Safe storage area for DBSA battle box? • Does the DR site have its own DR plan and facility? 			
	Total			100

The minimum combined functional threshold is **70%**.

Bidders who do not meet the minimum threshold on the applicable sub criteria above will be disqualified.

Annexure A

Fees and Assumptions

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

FORM OF OFFER

THE CONSULTANT IS TO COMPLETE AND SIGN THE FORM OF OFFER

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

RFP186/2021: APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF ICT BACKUP, RESTORE, DISASTER RECOVERY AND BUSINESS CONTINUITY.

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

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

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

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

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

Signature(s) _____

Name(s) _____

Capacity _____

**For the
Tenderer** _____
(Name and address of organisation)

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

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the 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, shareholder?):

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:
.....
.....
.....

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

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

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

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

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

2.8.1 If so, furnish particulars:
.....
.....
.....

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

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

4. SUB-CONTRACTING

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

(Tick applicable box)

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

4.1.1 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:

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm:.....

5.2 VAT registration number:.....

5.3 Company registration number:.....

5.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

5.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier

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

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

<p>WITNESSE</p> <p>1.</p> <p>2.</p>

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:.....</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>

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.

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all 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

SBD 9

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 E

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 F

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

Annexure G

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 H

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 I

[General Conditions of Contract]

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

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

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

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

Annexure J

Tax Compliant Status

ALL PROSPECTIVE BIDDERS MUST HAVE A TAX COMPLIANT STATUS PRIOR TO APPOINTMENT/AWARD OF THE BID.



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