

REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED	
BID NUMBER:	[RFP132_2022]
NON-COMPULSORY BRIEFING SESSION DATE AND VENUE	N/A
CLOSING DATE:	17 AUGUST 2022
CLOSING TIME:	23:55PM
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	120 DAYS
DESCRIPTION OF BID:	DBSA ICT TENDER FOR BUSINESS CONTINUITY MANAGEMENT SOLUTION (BCMS)
BID DOCUMENTS DELIVERY ADDRESS:	<p>ELECTRONIC SUBMISSIONS</p> <p>a. Bidders that wish to submit a tender response must send an email to davidn2@dbsa.org indicating their participation.</p> <p>b. This must be done three (3) working days before the closing date.</p> <p>c. Bidders will thereafter receive a OneDrive Link to upload their tender documents electronically.</p> <p>NB: Electronic submission is encouraged for all bidder's interested in this tender bid.</p> <p>Closing date 12 AUGUST 2022 before 23:55pm all bids must be submitted.</p>
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
BIDDER'S STAMP OR SIGNATURE	

PART A INVITATION TO BID

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

BID NUMBER: [RFP132/2022]
NON-COMPULSORY BRIEFING: NONE
SESSION VENUE AND TIME NONE
CLOSING DATE: 17 AUGUST 2022
CLOSING TIME: 23:55 PM

DESCRIPTION: **Appointment of a Service Provider to Provide a Business Continuity Management Solution**

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

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

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

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT, WHICH ARE SET OUT IN PART C OF THIS DOCUMENT.

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

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



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

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

NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:				
POSTAL ADDRESS:				
STREET ADDRESS:				
CONTACT PERSON (FULL NAME):				
EMAIL ADDRESS:				
TELEPHONE NUMBER:				
FAX NUMBER:				
BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
ORIGINAL AND VALID BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /ORIGINAL CERTIFIED COPY/ORIGINAL SWORN AFFIDAVIT SUBMITTED? [TICK APPLICABLE BOX]	YES		NO	
IF YES, WHO ISSUED THE CERTIFICATE?				
REGISTERED WITH THE NATIONAL TREASURY CSD [TICK APPLICABLE BOX]	YES		NO	
CSD REGISTRATION NUMBER				
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.)	
1..1.7 TOTAL NUMBER OF ITEMS OFFERED	

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

Bid document (clearly marked as FOLDER 1 AND FOLDER 2); separated into **FOLDER 1 - Pre-Qualifying and functionality proposal documents, and FOLDER 2 – Financial proposal only**
(Failure to comply will result in disqualification)

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: SBD 6.1 and B-BBEE status level certificate

Annexure D: SBD 7 Contract Form – Purchase of Goods / Works

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

Annexure F: SBD9: Certificate of Independent Bid Determination

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

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

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

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

Annexure K: General Condition of Contract

Annexure L: CSD Tax Compliance Status and Registration Requirements Report

PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

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

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2017.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause 4 (Bid Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 27 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- 1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.
- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2017 published in terms of the PPPFA.

- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause **Error! Reference source not found.** of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause 0 of this Part C, as prescribed by the PPPFA.
- 1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.21 **Request for Proposal or RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22 **SARS** means the South African Revenue Service.
- 1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 **SLA** means service level agreement.
- 1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 **State** means the Republic of South Africa.
- 1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.30 **Website** means a website administered by DBSA under its name with web address www.dbsa.org

2. INTERPRETATIONS

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

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

3. TENDER TECHNICAL AND GENERAL QUERIES

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

DBSA Supply Chain Management Unit

Email: davidn2@dbsa.org

No questions will be answered telephonically.

4. BID TIMETABLE

This timetable is provided as an indication of the timing of the tender process. It is indicative only and subject to change by the DBSA. Bidders are to provide proposals that will allow achievement of the intended commencement date.

Activity	Date
Advertisement of tender	[27 JULY 2022]
RFP document available	[27 JULY 2022]
Closing date for tender enquiries	[12 AUGUST 2022]
Closing date and time	[17 AUGUST 2022 23:55PM]
Intended completion of evaluation of tenders	[30 SEPTEMBER 2022]
Intended formal notification of successful Bidder(s)	[TBA]
Signing of Service Level Agreement	[TBC]
Effective date	[TBC]

5. SUBMISSION OF TENDERS

- 5.1 Bidders are advised to kindly issue Tender Submission Link requests and all other enquiries to davidn2@dbsa.org - ONLY
- 5.2 No – Tender Submission Link requests will be accepted after **16h00 on the 12 AUGUST 2022**. Any requests after the stipulated date and time will be disregarded.
- 5.3 Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.
- 5.4 Bidders who have received submission Links that have errors, will be provided with new Links for use.

6. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

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

- 6.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

7. STATUS OF REQUEST FOR PROPOSAL

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

8. ACCURACY OF REQUEST FOR PROPOSAL

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

9. ADDITIONS AND AMENDMENTS TO THE RFP

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

10. REPRESENTATIONS

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

11. CONFIDENTIALITY

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

12. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

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

12.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to davidn2@dbsa.org

12.3 Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).

12.4 The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.

12.5 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.

12.6 In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).

12.7 A Bidder may, by notifying the Tender Officer in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

13. UNAUTHORISED COMMUNICATIONS

13.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Officer. Nothing in this clause 13 is intended to

prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.

- 13.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

14. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

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

15. ANTI-COMPETITIVE CONDUCT

- 15.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
- 15.1.1 the preparation or lodgement of their Bid
 - 15.1.2 the evaluation and clarification of their Bid; and
 - 15.1.3 the conduct of negotiations with the DBSA.
- 15.2 For the purposes of this clause 15, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.
- 15.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

16. COMPLAINTS ABOUT THE TENDERING PROCESS

- 16.1 Any complaint about the RFP or the Tendering Process must be escalated to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, (scmqueries@dbsa.org)
- 16.2 The written complaint must set out:
- 16.2.1 the basis for the complaint, specifying the issues involved;
 - 16.2.2 how the subject of the complaint affects the organisation or person making the complaint;
 - 16.2.3 any relevant background information; and
 - 16.2.4 the outcome desired by the person or organisation making the complaint.

- 16.3 If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA, and delivered to the physical address of the DBSA, as notified.

17. CONFLICT OF INTEREST

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

18. LATE BIDS

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

19. BIDDER'S RESPONSIBILITIES

- 19.1 Bidders are responsible for:

- 19.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;
 - 19.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;
 - 19.1.3 ensuring that their Bids are accurate and complete;
 - 19.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
 - 19.1.5 ensuring that they comply with all applicable laws in regards to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
 - 19.1.6 submitting all Compulsory Documents.
- 19.2 Bidders with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.
- 19.3 **All Bidders must submit their original and valid B-BBEE status level verification certificate or original certified copy, or original sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.**
- 19.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.
- 19.5 Failure to provide the required information may result in disqualification of the Bidder.

20. PREPARATION OF BIDS

- 20.1 Bidders must ensure that:
- 20.1.1 their Bid is submitted in the required format as stipulated in this RFP; and
 - 20.1.2 all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.
- 20.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.

- 20.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 20.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid, or be included in a general statement of the Bidders usual operating conditions.
- 20.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

21. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

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

22. OBLIGATION TO NOTIFY ERRORS

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

23. RESPONSIBILITY FOR BIDDING COSTS

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

24. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

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

24.1.1 as required by law;

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

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

25. USE OF BIDS

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

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

26. BID ACCEPTANCE

All Bids received must remain open for acceptance for a minimum period of 180 (One Hundred and Eighty) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

27. EVALUATION PROCESS

27.1 The Bids will be evaluated and adjudicated as follows:

27.1.1 First Stage – evaluation of compliance with Pre-Qualifying Criteria

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

	Prequalification Criteria	Prequalifying Criteria	Compliant Y/N
1	Adherence in submitting Tender as two stage folders (Folder 1 – Pre-qualifiers & Functionality Proposal & Folder 2 - Price Proposal)	Pre-Qualifier	
2	Submission of Proof of Registration with National Treasury Central Supplier Database (CSD) Summary Report or A Valid and Active Tax Compliance Status Pin issued by SARS for Tax Compliance Status Verification: N.B - Bidder must be fully registered & tax compliant in order to do business with the DBSA.	Pre-Qualifier	
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	
4	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 Preferential Procurement Regulations (PPR) 2017, must subcontract a minimum of 30% of the value of the contract to the following category referred to in Section 4(1)(c) of the PPR 2017: (i). an EME or QSE which is at least 51% owned by black people.	Pre-Qualifier	

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

27.1.2 Second stage – functional evaluation

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

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

EVALUATION CRITERIA

The minimum threshold is 70% and bidder that scores below the threshold will not be evaluated further.

Section	Requirement	Minimum Score	Guidelines	Points
1	<p>Company Experience</p> <p>Three (3) or more relevant references that, demonstrate the experience, knowledge and relevant certifications to implement a BCM Solution.</p> <p>Reference must be in a company letterhead where solution was deployed. Reference information must include services provided, company contact name, email and number.</p>	7	<p>1) Poor (0 points maximum) Irrelevant or no submission.</p> <p>2) Average (3 points maximum) One (1) relevant reference.</p> <p>3) Good (7 points maximum) Three (3) relevant references for BCM or similar solution.</p> <p>4) Excellent (10 points maximum) More than three (3) relevant references for BCM or similar solution</p>	10
2	<p>Functionality (Please refer to the Requirements in sections 6, 7, 8 and 10. In summary:</p> <ul style="list-style-type: none"> • BCM governance must be aligned to best practice, listed standards and the approved BCM Policy. • Dynamic Dashboard Reporting • Easy to use template creation and approach to enable data collection for different purposes. • The BCM Solution must cover the BCM lifecycle end to end including, Crisis Management, Incident Management, Emergency Management, ICT 	28	<p>1) Poor (0 points maximum) Insufficient submission or irrelevant submission or no submission.</p> <p>2) Good (28 points maximum) Sufficient and relevant submission covering at least 70% of the business and functional requirements as specified in the document. Evidence needs to be included in the response showing how the Bidders solution meets the specified requirements.</p>	40

Section	Requirement	Minimum Score	Guidelines	Points
	<p>Disaster Recovery, Business Recovery.</p> <ul style="list-style-type: none"> • Threat and Vulnerability Assessments, including the ability to build scenarios. • Business Impact Assessments • Business Continuity Plans and Response Plans that are always current. • Exercising and Testing management, scheduling and monitoring. • Emergency notification <p>Integration into relevant applications to ensure data is always current.</p>		<p>3) Excellent (40 points maximum)</p> <p>Sufficient and relevant submission covering 100% of the business and functional requirements. Evidence needs to be included in the response showing how the Bidder solution meets the specified requirements.</p>	
3	<p>Implementation Approach</p> <p>The bidder must provide a customised and detailed project implementation approach and plan including:</p> <ul style="list-style-type: none"> • How Implementation will be done • Data Import Strategy • Change Management and Training Strategy <p>The service provider will be expected to propose a training and knowledge transfer strategy and change management plan (for supporting the environment to the DBSA). As part of the response, the service provider must describe and discuss in detail the approach to be used for training and knowledge transfer to DBSA ICT Specialists as well as train the users.</p>	7	<p>1) Poor (0 points maximum)</p> <p>Insufficient submission or irrelevant submission or no submission.</p> <p>2) Average (5 points maximum)</p> <p>Detailed implementation plan provided (including project management methodology, initiation phase, planning phase, execution phase, close-out phase, project schedule, project documents for each phase, project resources).</p> <p>3) Good (7 points maximum)</p> <p>Detailed implementation plan and Data Import Strategy.</p> <p>4) Excellent (10 points maximum)</p> <p>Detailed implementation plan, Data Import Strategy, Change</p>	10

Section	Requirement	Minimum Score	Guidelines	Points
			Management Strategy and Training Strategy.	
4	<p>Support Strategy, Methodology and Approach</p> <p>The service provider must provide a detailed Support Strategy to support the DBSA, including the proposed methodology whether remote, on premise, after hours, holiday support, access to systems, and escalation procedures.</p>	7	<p>1) Poor (0 points maximum)</p> <p>Insufficient submission or irrelevant submission or no submission.</p> <p>2) Average (5 points maximum)</p> <p>Support Strategy information provided. Support only provided remotely.</p> <p>3) Good (7 points maximum)</p> <p>Support Strategy information provided. Support provided remotely and on premise but no holiday and after hour support.</p> <p>4) Excellent (10 points maximum)</p> <p>Support Strategy information provided. Support provided remotely, On-premise, after hour and during holidays.</p>	10
5	<p>Resource List, CVs</p> <p>The service provider must please provide brief CV's of their own resources. Resources may include, Project Manager, Technical Specialists, Data Specialists, BCM Specialists. The CV's must focus on the summaries of the following key attributes:</p> <ul style="list-style-type: none"> • Names, • Age, • Gender, • Nationality, • Years of Experience, • Skills, 	3.5	<p>1) Poor (0 point maximum)</p> <p>No submission.</p> <p>2) Average (3 point maximum)</p> <p>Covering all (30%) of the requirements. (All relevant information supplied as requested.)</p> <p>3) Good (3.5 points maximum)</p> <p>Covering all (70%) of the requirements. (All relevant</p>	5

Section	Requirement	Minimum Score	Guidelines	Points
	<ul style="list-style-type: none"> Relevant Work experience, Relevant BCM Qualifications and certificates (Examples can include ISO Lead Implementer, BCI, DRI, Project Management) Preference will be given to companies who propose a complement of at least 75% South African nationals.		information supplied as requested.) 4) Excellent (5 points maximum) Covering all (100%) of the requirements. (All relevant information supplied as requested.)	
6	Testing Strategy - describe the overall approach to testing and how users will confirm if the solution is ready for operational use.	3.5	No information provided = 0 points High-level testing strategy provided (includes but not limited to: testing approach, test plan and user acceptance testing) = 3.5 points Detailed testing strategy provided (includes but not limited to: testing approach, test plan and user acceptance testing) = 5 points	5

Section	Description	Minimum Score		Points
7	Bidders must provide demonstrations for their BCM solutions. The demonstrations must cover business and functional requirements, as	14	No demo provided or irrelevant demo = 0 points Demo provided addressing all 70% of business and functional requirements = 14 points	20

	stipulated in sections 6, 7, 8 and 10.		Demo provided addressing all business and functional requirements = 20 points
Total			100

27.1.4 **Third stage – price and preferential points**

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

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

Price and Preferential Points Assessment

27.1.5 Subsequent to the evaluation of Pre-qualifying Criteria and Functional Criteria, the second stage of evaluation of the Bids will be in respect of price and preferential procurement only. Points will be allocated to Bidders at this stage of the evaluation in accordance with the PPPFA and the PPPFA Regulations, as follows:

Price points 80

Preferential procurement points 20

27.1.6 **Price points**

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

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

Where:

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

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

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

27.1.7 **Preferential procurement points**

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

B-BBEE Status Level	Number of Points
1	20
2	18
3	14
4	12

5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

27.1.8 Total

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

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

28. STATUS OF BID

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

28.2 A Bid must not be conditional on:

- 28.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;
- 28.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;
- 28.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;
- 28.2.4 the Bidder obtaining the consent or approval of any third party; or
- 28.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

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

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

29. CLARIFICATION OF BIDS

- 29.1 The DBSA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought or discussions are had in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.
- 29.2 The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that the DBSA considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

30. DISCUSSION WITH BIDDERS

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

31. SUCCESSFUL BIDS

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

32. NO OBLIGATION TO ENTER INTO CONTRACT

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

33. BIDDER WARRANTIES

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

34. DBSA'S RIGHTS

- 34.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:
- 34.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
 - 34.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
 - 34.1.3 vary or extend any time or date specified in this RFP
 - 34.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
 - 34.1.5 require additional information or clarification from any Bidder or any other person;
 - 34.1.6 provide additional information or clarification;
 - 34.1.7 negotiate with any one or more Bidder;

- 34.1.8 call for new Bid;
- 34.1.9 reject any Bid received after the Closing Time; or
- 34.1.10 reject any Bid that does not comply with the requirements of this RFP.

35. GOVERNING LAWS

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

36. MANDATORY QUESTIONS

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

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

36.1.1

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

36.1.2

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

36.1.3

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

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

36.1.14

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

36.1.15

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

36.1.16

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

36.1.17

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

36.1.18

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

36.1.19

Bidders who make use of subcontractors:	Comply/Accept	Do not comply/Do not accept
1. It is the responsibility of the Bidder to select competent subcontractors that meet all the tender requirements stipulated in this tender document.		
2. The Bidder shall be responsible for all due diligence of the selected subcontractors and will be held liable for any non-performance of the subcontractor.		
3. Bidders are required to provide documentation (such as BBBEE Certificate/Sworn Affidavit, Valid or Active Tax Compliance Status Pin Issued by SARS, CSD Summary Report, Valid or Active CIDB Certificate etc.) for the relevant subcontractor as a minimum in support of the subcontracting arrangement.		
4. Subcontracting must not contradict any Regulation or Legislation.		
5. No separate contract shall be entered into between the DBSA and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.		

36.1.20

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

36.1.21

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

36.1.22

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

36.1.23

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

36.1.24

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

36.1.25

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

36.1.26

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

36.1.30

<p>The following will be grounds for disqualification:</p> <ul style="list-style-type: none"> • Unsatisfactory performance under a previous public contract in the past 5 years, provided that 	Comply/Accept	Do not comply/Do not accept

<p>notice of such unsatisfactory performance has been given to the bidder; and/or</p> <ul style="list-style-type: none"> • 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. 		
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Terms of Reference

Appointment of a Service Provider to Provide a Business Continuity Management Solution

DBSA ICT TENDER FOR BUSINESS CONTINUITY MANAGEMENT SOLUTION (BCMS)

20 JUNE 2022

BACKGROUND

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

DBSA primarily plays a key role in the preparation, funding and building phases of the infrastructure development value chain. The diagram below (Figure 1) illustrates the various services as well as the key target markets per value chain segments.

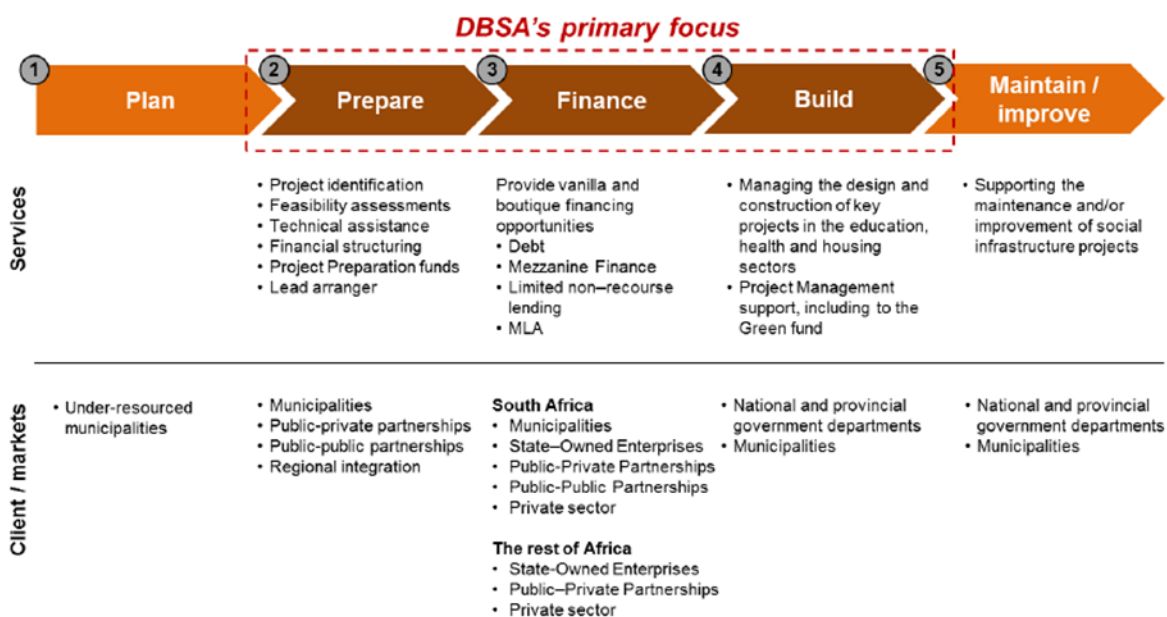


FIGURE 1: DBSA'S PRIMARY FOCUS AREAS

THE DBSA BCM LANDSCAPE IN CONTEXT

The DBSA has 12 Divisions, 76 units and employs approximately 750 employees, all located at the DBSA Head Office in Midrand, Johannesburg. Through its Infrastructure Delivery Division (IDD), it owns two satellites offices, in East London (Eastern Cape) and Polokwane (Limpopo), and there are a number of agencies that are supported by the DBSA in different locations. Business Continuity Management is a function within the Group Risk Division.

The Business Continuity Management System is an embedded business process throughout the Bank. It is currently managed manually by way of using the Microsoft Office 365 applications such as Excel, Word, Access and Powerpoint all stored on a sharepoint portal. Emergency notification is a standalone third party system that is manually updated regularly in order to be able to send emergency sms notifications to all DBSA employees.

The BCM Teams include a Crisis Leadership Team, a Crisis Management Team and various tactical and operation teams such as the Business Recovery Team, Technology Recovery Team, Cyber Incident Response Team, Emergency Response Team and Damage Assessment Team.

The BCM Lifecycle is depicted in figure 2 below:



FIGURE 2: DBSA'S BCM LIFECYCLE

PURPOSE

The DBSA would like to appoint the services of an experienced service provider to provide and implement a Business Continuity Management System (BCMS) that will enable an end to end automated solution of the business continuity lifecycle and supporting/administrative processes.

SCOPE OF WORK

The implementation of the BCM solution will cover the entire DBSA Business Continuity Lifecycle based on industry standards such as ISO, ASIS, NIST, FFIEC and ITIL as well as the Good Practice Guidelines of the Business Continuity Institute. The solution should be ISO 22301, ISO 9001 and ISO 27001 accredited. The solution will enable a centralized approach for all resilience stakeholders to be able to automate and streamline the continuity governance processes and the incident management processes during a business disruption.

As a minimum the solution must include the following:

- Align to BCM 'best practice' standards and guidelines such as the ISO standards and the BCI Good Practice Guidelines.
- Cover automation of the full, (end to end) life cycle of business continuity with dedicated functionality
Provide an easy to use and simple interface for users;
- Provide visual dashboards for plan maintenance;
- for BIAs, plans, threat assessments, exercising and reporting;
- Allow sufficient data storage for supporting documents;

- Include automation of system reminders for administrative tasks like plan updates, etc.;
- Provide portable access to plans during a disruption via mobile applications or similar;
- Provide a strong data analytics function with visual reporting;
- Adhere to robust data security and privacy policies for all users;
- Provide the ability to access the system securely from any device, anywhere;
- The ability to integrate with other systems, such as SAP ERP including DocuSign, OnBase, and any other related systems;
- In-built communications capability;

In addition, the service provider is required to:

- Assess and conduct an analysis of the current BCM environment, identifying gaps that can be enhanced through recommendations and workflow.
- Provide Project Management services throughout the implementation phases of the project.
- The service provider must provide the detailed scope, blueprint, and draw-up functional/technical documents to be approved by DBSA. In addition the service provider must provide the final process documents and training manual.
- Data cleansing of the current data before data import or data migration.
- Data import from the current BCM solution, which includes MS Office 365 (Excel, Word) solution.
- Configure the solution in line with the org structure and all the relevant artefacts that will be provided by the BCM Specialist.
- Provide training and change management to key stakeholders.
- Provide well defined, documented enhancements to the BCM Solution.

BUSINESS REQUIREMENTS

The service provider must provide a comprehensive solution, including but not limited to a proposal to meet the following Business Requirements below:

BUSINESS REQUIREMENTS	
Req ID	Description
BR01	<ul style="list-style-type: none"> • Implementation of a BCMS that solves for and provides the following: <ul style="list-style-type: none"> ○ Full automation of the BCM governance lifecycle and processes and incident management of the disruptive incident. ○ Document workflow approval must follow the DBSA Delegation of Authority Matrix (Excel spreadsheet) and organisational structure. ○ Provide the capability for assessment of Threats, Vulnerabilities, and Risks ○ Provide the capability for assessment of Business Impact ○ Provide the capability for managing Business Continuity Plans ○ Provide end-to-end continuity plan testing and exercising, including scheduling, assessing, monitoring and reporting on the exercising capability.

BUSINESS REQUIREMENTS	
	<ul style="list-style-type: none"> ○ Provide the capability for end to end Incident Management. ○ Ability to build 'what if' scenarios, by using multiple data points to build a 'resilience model' For example Recovery Time Objectives, Recovery Point Objectives, impact of the disruption in terms of financial or operational impact are all classified as data points. ○ Provide the capability for effective communication such as emergency mass notification capabilities that, in addition to mobile-enabled access to continuity plans and crisis reports (both online and offline), improve response time during a critical event. ○ Enable crisis response to commence immediately after a disruption occurs.
BR02	<ul style="list-style-type: none"> ● Compliance with the relevant industry standard practices, as outlined, in section 4
BR03	<ul style="list-style-type: none"> ● The tool must be a multi-user application that supports role based access: <ul style="list-style-type: none"> ○ (Concurrent licenses) 30 concurrent corporate licenses to be able to capture, edit and maintain information. ○ 750 web licenses will be required to view information and plans pushed to devices which includes non-corporate users such as board members, or third parties that are not regular users. (Provide a sliding scale of license options)
BR04	<ul style="list-style-type: none"> ● Require a user-friendly and intuitive solution encompassing the following: <ul style="list-style-type: none"> ○ The tool must have no client installation and should be web-based. ○ Provide an easy to use dynamic and simple interface for users. ○ Require an out-of-the-box functionality and not an over-customized solution. ○ Provide ability to access information from smart mobile devices or similar devices, where this ability can also be driven via an app, this must be indicated as such and be quoted for separately.
BR05	<ul style="list-style-type: none"> ● Provide robust data security and privacy for all users to access the system securely from anywhere – (refer to Security Requirements section 10).
BR06	<ul style="list-style-type: none"> ● Upload of historical data in the form of MS Excel spreadsheets and Word documents (average file size 250 KB) for the previous 2 financial years.
BR07	<ul style="list-style-type: none"> ● The system must have the ability to archive the older organisation structures of the Bank. For example if a unit moves from one Division to another during a financial year, the system must have the ability to archive the older structure.

TABLE 1: BUSINESS REQUIREMENTS

FUNCTIONAL REQUIREMENTS

The following functional requirements have been identified as part of the BCM lifecycle and processes to automate:

FUNCTIONAL REQUIREMENTS	
Req No	Description
FR01	<p>BCM Governance</p> <ul style="list-style-type: none"> The system should provide BC Management with an immediate view of the completeness of the program, and the currency of all of its components down to business unit level. Users should have the ability to perform self-assessments using standard questionnaires and forms. The system should have different templates for different plans, including but not limited to Business Recovery Plan, ICT (Technology) Recovery Plan, Crisis Management Plan, Incident Response Plans, Resumption Plans, Emergency Response Plans and Cyber Incident Response Plans.
FR02	<p>BCM Lifecycle: Threat, Vulnerability and Risk Assessment</p> <ul style="list-style-type: none"> Online form / questionnaire functionality for the users to complete their threat assessments in accordance with the risk management methodologies. The ability to build disruptive scenarios using the identified threats, e.g. Loss of Information Systems, Loss of Critical and Vital Information, Loss of People, Loss of Facilities, etc. Require the ability to monitor non-conformance, by means of tracking of status of deliverables and audits.
FR03	<p>BCM Lifecycle: Business Impact Assessment</p> <ul style="list-style-type: none"> Provide pre-built yet configurable business impact analysis templates and scoring structures for both upstream and downstream dependencies. Able to support business process mapping to identify interdependencies and critical dependencies. Supports technology dependency mapping to identify pervasive infrastructure dependencies for multiple applications/services. A quick view of the status of all Business Impact Assessments conducted at all levels. Require ability to automatically populate risks based on the business impact analysis assessment selected by the user. Calculation of the RTO's, (recovery time objectives), RPO's, MAO's, MTPD's ¹etc. <i>See Glossary in Annexure A for more details.</i> Functionality that enables detailed 'work-around' descriptions, work transfer analysis, and recovery site seat planning, thus providing the start of the response and recovery strategy consistent with the assessed recovery needs. Processes identified must be linked to the key legislation and regulations. (Key legislation and regulations are listed in the corporate regulation universe for the Bank.)
FR04	<p>BCM Lifecycle: Business Continuity Plans / Response Plans</p> <ul style="list-style-type: none"> Ability to automate the collection and maintenance of plan content from the BIA process.

1 Annexure A – BCM Glossary

FUNCTIONAL REQUIREMENTS

	<ul style="list-style-type: none"> • The ability to build plans (views) effectively through an integrated plan template system which will give the organisation a consistent method for creating and updating plans. • Functionality for configurable questionnaires that can then be maintained with policy-driven workflow for completion, automatic approval, update, review, etc. • Ability to derive plans directly from BIAs or build them independently. If linked to a BIA there must be a common source of data which means that all/any changes are immediately reflected in both plan and BIA. • Incident response action lists for the different roles of what needs to be done, in what timeframes, by whom. • The ability to build an online virtual battle box 'view' that allows the authorised user to access the critical information or documents required. • Ability for plans to be accessible from a browser from any device. Ability to view a plan offline, i.e. Functionality for key plan components to also be immediately available offline via a mobile app, under username / password control so that responders always have secure plans available, wherever they are and at all times.
FR05	<p>BCM Lifecycle: Exercising / Testing</p> <ul style="list-style-type: none"> • Functionality that encompasses an end-to-end BC exercising capability; with the ability for administrators to issue exercises to user departments and monitor their completion of planning the exercise, scheduling it with a detailed agenda, and analysing the findings. This allows a consistent approach to meaningful exercising which can be developed to cover desk checks, walkthroughs, simulations, technical recovery, etc. • Functionality that uses a unique template approach which enables exercises and tests of any number of different types to be created and controlled, from desktop reviews to full recovery site tests and exercises. • These templates should enable exercises to be stipulated as ad hoc or recurring. • All of this must be supported by workflow management so that administrators know when tests are being held, who is involved, whether objectives are met and what issues or non-conformances have been raised for resolution. • Simulate the activation of plans and implementation of the recovery procedures.
FR06	<p>Incident, Emergency, Crisis Management</p> <ul style="list-style-type: none"> • Functionality should include the management of an emergency or an incident to a crisis. • Ability for these incident response procedures to be invoked in real-time, so that crisis team members can collaborate on resolving the incident. • Ability for recovery activities, decision points and communications lists to be accessed by multiple devices - mobiles, tablets, laptops and desktops.

FUNCTIONAL REQUIREMENTS

	<ul style="list-style-type: none">• Functionality that has the flexibility for recovery teams to create, allocate and share new activities/actions (over and above those contained in plans) in response to the requirements of individual events.• Ability for individual team members to have instant, real-time access to event information both for entire teams and also their personal action lists. They can communicate with each other and view progress towards recovery goals.• A unique virtual white-board facility that enables 'command centre' messages to be communicated instantly plus members of the team in remote locations to be shared with team members.• From an administration perspective, for the ability to access central dashboards to allow administrators to monitor the overall progress against plans and to group plan activity together where there is a wide-scale incident.• Incident management capability that includes incident response plans, which includes DR and BCM processes, and incorporates cyber response phases: preparation, identification, containment, eradication, recovery, lessons learned and the ability to provide system evidence for forensics investigations.
FR07	<p>Emergency Notification / Communication</p> <ul style="list-style-type: none">• The ability to declare an event and quickly activate a filtered selection of the plans based on the incident.• The application should contain a wide range of options for effective communication and broadcasting in a crisis, examples include:<ul style="list-style-type: none">○ Email○ Instant Messaging○ Push notifications to mobile devices that form part of the BCM Solution○ Social media platforms, etc.○ MS Teams• The ability to ensure contact lists are automatically updated.• The ability to send custom messages to different groups.
FR08	<p>Technology Recovery</p> <ul style="list-style-type: none">• Requirements for a range of functionality designed to meet Technology Recovery needs include the following:<ul style="list-style-type: none">○ Creation of resource plans that allow assets to be assessed and plans created at any level i.e. application, server, data centre, city, country etc. This then allows individual assets/applications to be linked throughout the platform so that internal and external dependencies can be clearly identified and mapped. It also enables RTOs to be aligned and any gaps identified.○ Ability to access the system via a mobile device (web link or app).

FUNCTIONAL REQUIREMENTS

	<ul style="list-style-type: none"> ○ Flexibility to build to any degree of granularity in different parts of the organisation i.e. multiple structures/approaches but within one overall framework. ● Ability to perform a due diligence assessment, by way of a questionnaire, on the business continuity capability of critical service providers and third parties.
<p>FR09</p>	<p>Reporting</p> <ul style="list-style-type: none"> ● Clear workflow management dashboards showing where there are potential roadblocks in the BCM process. ● Certification reports, evidencing degree of compliance to internal and external standards or targets. ● Dependency mapping and gap analysis to help optimise and prioritise improvements. ● Powerful pre-built reports. Examples include: identifying both under- and over-utilisation of resources so that the business can prioritise supply; and recovery capability versus RTO, so administrators can identify under- or over-engineered entities. ● Reporting must be dynamic and flexible. ● Functionality for custom reporting meaning that clients can extract every item of data within the relational database, quickly and easily in custom report formats for further manipulation. ● Functionality for a simple dashboard providing an overall view and allowing drill-down to identify delinquent elements, as well as a powerful workflow engine that allows the client to configure how and when alerts will be sent to users to engage them in the resiliency effort. ● Track and compare the disruption tolerances, that include both committed RTOs and proven RTOs to enable accurate capability reporting. ● Provide the capability for real-time dashboard reporting, including Unit Level to Divisional Level dashboard views as well as historic reporting. ● Ability to provide executives with timely and relevant information in a crisis management situation. ● Provide visibility of the decision-making process for real event responses. ● Ability to report on outcomes using metrics and relationship diagrams.
<p>FR10</p>	<p>Integration</p> <ul style="list-style-type: none"> ● The ability to integrate with Active Directory, i.e., supports single sign on,(SSO) and contact information synchronization. ● The ability to enable the migration of existing plans and supporting documents from MS Office (or O365 Word/Excel). ● Potential future planned integrations with DBSA internal and external applications, including but not limited to the following: <ul style="list-style-type: none"> ○ IT Asset management system

FUNCTIONAL REQUIREMENTS	
	<ul style="list-style-type: none"> ○ GIS ○ SAP Concur – location of employees while travelling ○ The physical premise Gallagher security system -access control lists.

TABLE 2: FUNCTIONAL REQUIREMENTS

NON-FUNCTIONAL REQUIREMENTS

NON-FUNCTIONAL REQUIREMENTS	
Req No	Description
NFR01	<ul style="list-style-type: none"> • Interoperability – The implemented solution must be able to operate with other products or systems in the present and future without any restricted access or implementation complexities
NFR02	<ul style="list-style-type: none"> • Performance – The implemented solution must address the following performance requirements: speed, efficiency, resource usage, throughput and capacity.
NFR03	<ul style="list-style-type: none"> • Platform compatibility – The implemented solution must be compatible with the existing hardware, operating systems and browser capabilities with the ability to extend to a cloud-based platform.
NFR04	<ul style="list-style-type: none"> • Usability – The implemented solution must address the following usability requirements: Human factors, aesthetics, consistency, responsiveness, and intuitiveness.
NFR06	<ul style="list-style-type: none"> • Solution must be cloud based and preferably hosted in South Africa. DBSA utilizes Microsoft Azure for cloud hosting.

TABLE 3: NON-FUNCTIONAL REQUIREMENTS

INFORMATIONAL REQUIREMENTS

INFORMATIONAL REQUIREMENTS	
Req No	Description
IR01	<ul style="list-style-type: none"> • Corporate Dashboard Reports – Management increasingly requires an enterprise-level view of the current state of preparedness in order to determine program direction.
IR02	<ul style="list-style-type: none"> • Divisional / Unit Dashboard Reports

TABLE 4: INFORMATIONAL REQUIREMENTS

TRANSITIONAL REQUIREMENTS

TRANSITIONAL REQUIREMENTS	
Requirement	Description
Business Continuity	<ul style="list-style-type: none"> Ensure that the Disaster Recovery (DR) site is fully installed, tested, upgraded and functional after implementation of the enhancements to the application (if required).
Infrastructure	<ul style="list-style-type: none"> Server, storage, bandwidth, and network capabilities and requirements must be clearly detailed in order to support the enhancements to the BCM Solution. The enhancements to the BCM Solution must be capable of working on all devices, including mobile devices and on all known internet browsers.
Policies, Procedures and Forms	<ul style="list-style-type: none"> The current policy management and administration processes and procedures must be well defined, documented and published for the enhancements to the BCM Solution.
Production Cutover	<ul style="list-style-type: none"> Appropriate user and helpdesk training and support is going to be required for the DBSA helpdesk. Operational and application support is going to be required for the DBSA teams once the solution has been developed and implemented.
Documentation, Training and Support	<ul style="list-style-type: none"> Introductory training on new or additional functionality to be provided to each user based on role access. Pre and post-implementation support and training to be provided to all users in order to ensure a smooth transition from implementation to operations. User manuals. First-line support documentation. Knowledge and skills transfer. At least 2 month hand-holding after implementation.
User Access and Security	<ul style="list-style-type: none"> Enable set up of user access and security privileges per user type. Enable management of user profiles per user, per group.
User Preparation	<ul style="list-style-type: none"> Ensure the appropriate skills are enhanced through training of users and a Super User and System Administrator training program is implemented and all SDLC and project information is handed over to the DBSA.

TABLE 5: TRANSITION REQUIREMENTS

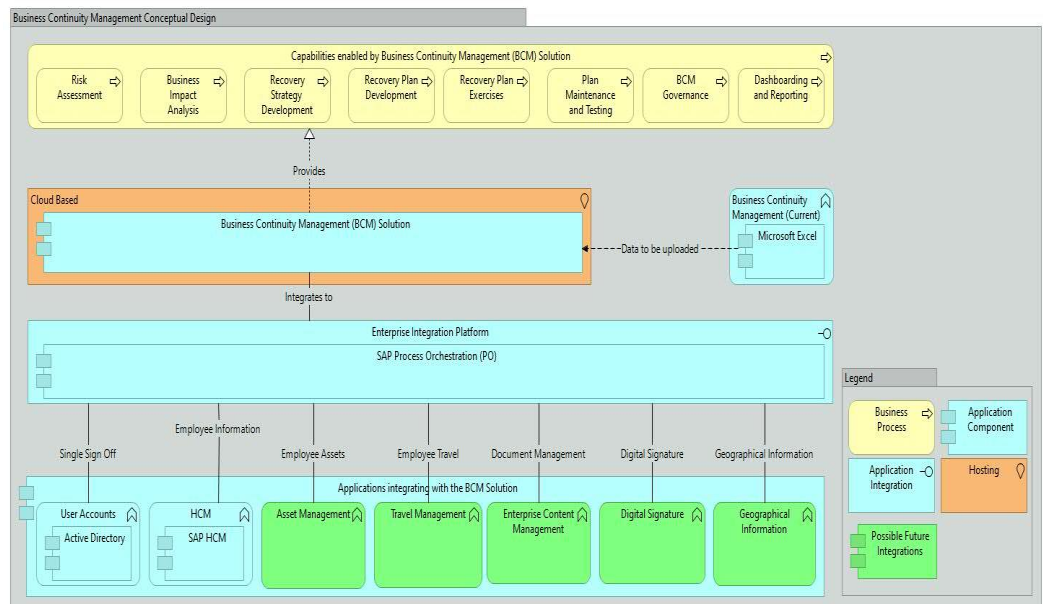
SECURITY REQUIREMENTS

The security architecture should be traceable to business needs, policies, associated risks and regulatory requirements. The following concerns should be met as minimum requirements:

SECURITY REQUIREMENTS

Requirement	Description
Authentication	<ul style="list-style-type: none"> The substantiation of the identity of a person or entity related to the enterprise or system
Authentication and Authorisation	<ul style="list-style-type: none"> Enforcement of permitted capabilities for a person or entity whose identity has been established.
Audit	<ul style="list-style-type: none"> The ability to provide logs attesting that the system has been used in accordance with security policies to maintain its integrity.
Information Asset Protection	<ul style="list-style-type: none"> The protection of information assets from loss or unintended disclosure, and resources from unauthorised and unintended use.
Session Management	<ul style="list-style-type: none"> Ensuring that Sessions are unique to each individual and cannot be guessed or shared. Sessions are invalidated when no longer required and timed out during periods of inactivity
Secured Communications	<ul style="list-style-type: none"> Ensuring that Transport Layer Security (TLS) is used where sensitive data is transmitted.
Data Security	<ul style="list-style-type: none"> The solution should demonstrate the Cybersecurity Resilience from known cyber attacks.
	<ul style="list-style-type: none"> The solution should demonstrate the <ul style="list-style-type: none"> capability of data loss prevention suspicious activity occurrence system must be able to detect security anomalies and and ransomware recovery Safeguard backups from corruption to strengthen resilience Capability to restore and recover without destroying evidence required for forensics purpose

Architecture



SECURITY REQUIREMENTS

- **Business Continuity Management (BCM) Services** – refers to capabilities that must be enabled by the Business Continuity Management Solution.
- **Business Continuity Management (BCM) Solution** – is the Business Capability Management solution required by DBSA. The solution must be cloud based.
- **Business Continuity Management (Current)** – is data that currently exist in Microsoft Excel that must be migrated/uploaded into the Business Continuity Management Solution.
- **Enterprise Integration Platform** – DBSA utilizes SAP Process Orchestration (PO) as its integration platform. Integration to applications currently used and planned to be used at DBSA will utilize this platform for integration purposes.
- **Applications integrating with BCM solution** – these are applications that are expected to be integrated to the BCM solution. The green applications are possible integrations in future.

TABLE 6: SECURITY REQUIREMENTS

COMPANY TRACK RECORD AND EXPERIENCE

11.1 Experience and Track record

Demonstrate the experience, knowledge and relevant certifications to implement a BCM Solution. The bidder must have a minimum of 5 years experience in the industry.

11.2 Reference Letters

Provide three (3) references, that include the Scope of Work completed, Impact and Value of work completed and Contact details where a similar assignment(s) was completed successfully within the last 5 years.

11.3 Project Approach, Implementation Plan, Resource List and CVs

Provide brief CVs of the human resources to be deployed in the project. The CVs must focus on the summaries of the following key attributes:

- Skills
- Competencies
- Work Experience
- Qualifications and Certifications

11.4 Proposed Implementation Approach

The bidder must provide a **detailed PROJECT IMPLEMENTATION APPROACH and PROJECT PLAN** including, but not limited to the following:

- How implementation will be done (including documented project plan and process)

- How data will be imported
- Change Management Approach and Training Plan
- Hosting Options and Legislative Considerations

11.5 Support Strategy

Bidder to describe how the **support** will be done.

- Provide support strategy, methodology and approach

11.6 Value Add

- Share any other information on additional value-add that your company will be able to provide to the DBSA should you be the successful bidder.

11.7 Additional Requirements

Corporate Identity

- Capability to customize the system to include the Corporate Identity.

Offline Access

- Synchronised capabilities to work offline.

Data Migration

- Ability to migrate from existing systems/sources to current.

Data Cleaning proposals

- Allow for the capability to facilitate cleansing of data, if applicable.

Training and Handholding

- A minimum of two months' handholding and training post implementation.

NEXT STEPS

Milestone	Date
Submission of Motivation to Source to SCM	TBA
Preparation of Advert	TBA
Placement of Advert	TBA
Request for Proposal (uploaded to DBSA website)	TBA
Compulsory Briefing session (if applicable) Yes	TBA
Closing date for the submission of the quotation / proposal	TBA
Evaluation of the quotation / proposal and report	TBA
Signatures of relevant approvals	TBA
SCM C approval (if applicable)	TBA
Contracting	TBA

TABLE 7: NEXT STEPS

INFORMATION SUPPLIED BY THE DBSA

•Access to DBSA staff required for assistance:

- Helpdesk – To assist with all DBSA technical issues raised on the project.
- Enterprise Architect – Provide guidance on DBSA's Enterprise Architecture requirements, standards, deliverables, artefacts, methodology, framework and governance.
- Project Manager – To manage the implementation.
- Subject Matter Experts – As required.

PROJECT MANAGEMENT AND REPORTING ARRANGEMENTS

- The DBSA requires regular updates on progress and key issues identified should be reported immediately to ensure timeous completion of the project, in accordance to the high level project plan as provided by the service provider. The DBSA project methodologies include PMBOK and Agile.
- Weekly progress updates must be submitted to the key stakeholders.
- Monthly progress meetings must be held and reports must be submitted to all the key stakeholders.

SPECIAL CONDITIONS

- Any other matters that could be beneficial to the DBSA relating to the issues raised will be welcomed, such as innovation.

PREPARATION OF PROPOSAL

•Each respondent is required to submit a proposal containing the following information:

- Proposal to address the scope and requirements detailed in the Terms of Reference (TOR).
- Confirmation of the output that will be delivered by the service provider, based on the scope of the work and requirements above.
- This section gives guidance on how the bidders should submit their pricing. The main components should cover the overall cost of the project implementation. The pricing is inclusive of all the scope items as specified in this document. Please use the below as the guideline on the pricing expected:

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.....

Annexure A

Price proposal

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

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

Professional fees

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

Pricing Schedule

Total Summarised Costs (Rand Incl VAT)		
Item(provide details If Any)	Total (Rand Inc VAT)	Comment
Implementation	ZAR 0.00	Break down the costing per project phase and proposed system design methodology with clear visibility of deliverables costings.
Data cleaning	ZAR 0.00	
License and/or Subscription	ZAR 0.00	
Hosting	ZAR 0.00	
Support	ZAR 0.00	
Training	ZAR 0.00	
Mobile App (if applicable)	ZAR 0.00	
Other	ZAR 0.00	
Grand Total	ZAR 0.00	
An example of the population of the table has been provided. Service Providers MUST populate this template based on their proposed methodology and deliverables		
* Service Provider must populate the pricing table above, and align it to the Resource Pricing table below.		
*Service Provider must indicate any additional licenses that may be required based on the proposed solution e.g. Off the shelf solution and associated costs.		
*Service Provider must indicate materials that will be required to host the system.		

TABLE 8:PRICING SUMMARY

Detailed Costing Example :

Implementation				
Project Stage (Initiation, Planning, Execution, Closing)	Deliverable	Description	Cost (Rand incl. VAT)	Comment
	Deliverable 1			
	Deliverable 2			
	Deliverable 3			
	Deliverable 4			
	Deliverable 5			
Grand Implementation Costs	Total ZAR 0.00			

Licenses/Subscription Costs (If any)					
License /Subscription	Description	Year 1 (Rand incl. VAT)	Year 2 (Rand incl. VAT)	Year 3 (Rand incl. VAT)	Comment
License/ Subscription 1					
License/ Subscription 2					
License/ Subscription 3					
License/ Subscription 4					
License/ Subscription 5					
Total License / Subscription Costs		ZAR 0.00	ZAR 0.00	ZAR 0.00	
Grand Total	ZAR 0.00				

Support Costs (if any)					
Item	Description	Year 1 (Rand incl. VAT)	Year 2 (Rand incl. VAT)	Year 3 (Rand incl. VAT)	Comment
Item 1					
Item 2					
Item 3					
Item 4					
Item 5					
Total Support Costs		ZAR 0.00	ZAR 0.00	ZAR 0.00	
Grand Total	ZAR 0.00				

Other Costs (if any) eg. Hosting					
Item	Description	Year 1 (Rand incl. VAT)	Year 2 (Rand incl. VAT)	Year 3 (Rand incl. VAT)	Comment
Other Item 1					
Other Item 2					
Other Item 3					
Other Item 4					
Other Item 5					
Total Other Costs		ZAR 0.00	ZAR 0.00	ZAR 0.00	

1. Proposed engagement letter.
2. Any previous/current relationship, if any, with the DBSA or its affiliates.
3. Registered office address and the name(s) of the director(s) or other responsible officer(s) who will have ultimate responsibility for the signed opinions and management of the contract if awarded.

Other Fees

Any other fees must be disclosed in sufficient detail

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

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

Confirm	Do not confirm

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:
.....

2.2 Identity Number:
.....

2.3 Position occupied in the Company (director, trustee, shareholder²):
.....

2.4 Company Registration Number:
.....

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:
.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....

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

2.10.1 If so, furnish particulars.

.....

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

2.11.1 If so, furnish particulars:

.....

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

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

4. DECLARATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

Annexure C

SBD 6.1

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

1..1.8

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

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

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

WITNESSES

1.

2.

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

DATE:.....

ADDRESS.....
.....
.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT).....

CAPACITY.....

WITNESSES
1.
2.....

SIGNATURE.....

NAME OF FIRM.....

DATE.....

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.....

2.....

Annexure E

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;

- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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.

SBD 9

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

.....
SignatureDate

.....
Position Name of Bidder

Annexure G

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

Annexure H

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

Annexure I

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

Annexure J

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

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

Annexure K

[General Conditions of Contract]

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

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

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

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

Annexure L

Tax Compliant Status and CSD Registration Requirements

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

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

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



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

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