

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:	RFP072/2024		
ONLINE COMPULSORY BRIEFING SESSION	06 May 2024 @10h:00am Via MS Teams Join on your computer, mobile app or room device Join the meeting now Meeting ID: 330 961 394 022 Passcode: uDUVWA		
CLOSING DATE:	20 May 2024		
CLOSING TIME:	23H55 (Midnight)		
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	120 days		
DESCRIPTION OF BID:	APPOINTMENT OF A SERVICE PROVIDER FOR THE IMPLEMENTATION AND SUPPORT OF ALL-IN-ONE ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION FOR A PERIOD OF 60 MONTHS (5 YEARS).		
BID DOCUMENTS ELECTRONIC SUBMISSION:	 ELECTRONIC SUBMISSIONS INSTRUCTIONS: Bidders are required to submit written requests for clarification and OneDrive link via e-mail to <u>Victorscm@dbsa.org</u>, quoting the RFP Number on the subject of the e-mail. This must be done three (3) working days before submission day. Upon request Bidders will thereafter receive the OneDrive Link to upload their submission documents electronically. Written requests for clarification will be considered up to and 		
	 Including 17 May 2024 17:00 Johannesburg time. Requests received after this date may not be attended to. Any requests after the stipulated date and time may be disregarded. 		

	 NB: Electronic submission is encouraged for all bidders interested in this tender Closing date of this RFP072.2024 is 20 May 2024 before 23:55. No physical bids will be received or accepted at the DBSA offices
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	



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

 TollFree
 : 0800 20 49 33

 Email
 : dbsa@whistleblowing.co.za

 Free Post
 : Free Post KZN 665 | Musgrave | 4062

 SMS
 : 33490

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PART A **INVITATION TO BID**

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

BID NUMBER: RFP072/2024

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE IMPLEMENTATION AND SUPPORT OF ALL-IN-ONE ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION FOR A PERIOD OF 60 MONTHS (5 YEARS).

CLOSING DATE:	20 May 2024
CLOSING TIME:	23H55
Name	
Bidder Name	
Name	

Folder 1_Financial Proposal Folder 2 Technical Proposal

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

BID SUBMISSION LINK REQUESTS:

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

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

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

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

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

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:			
1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.			
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED)			
.3. SOUTH AFRICAN BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED BY BIDDING INSTITUTION.			
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MUST BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.			
 TAX COMPLIANCE REQUIREMENTS ALL BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS IN THEIR 			
COUNTRY OF RESIDENCE.			
2.2 SOUTH AFRICAN BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.			
2.3 SOUTH AFRICAN BIDDERS CAN APPLY FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.			
2.4 SA BIDDERS' MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.			
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER (TAX COMPLIANCE) IN ACCORDANCE WITH APPLICABLE LEGISLATION IN THEIR COUNTRY OF RESIDENCE.			
2.6 WHERE SA BIDDERS HAVE NO TCS AVAILABLE BUT ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.			
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?			
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.			

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

PART C

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions :

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

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

YES	NO	
		One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation and Folder 2 - Price / Financial Proposal – Electronic submission
		Part A: Invitation to Bid
		Part B: Terms and Conditions of Bidding
		Part C: Checklist of Compulsory Returnable Schedules and Documents
		Part D: Conditions of Tendering and Undertakings by Bidders
		Part E: Specifications/Terms of Reference and Project Brief
		Annexure A: Price Proposal Requirement
		Annexure B: SBD4 Declaration of Interest
		Annexure C: SBD6.1 and B-BBEE status level certificate
		Annexure F: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
		Annexure G: Certified copies of latest share certificates, in case of a company.
		Annexure H: (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium.
		Annexure I: Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.

Annexure J: General Condition of Contract

Annexure K: CSD Tax Compliance Status and Registration Requirements Report

PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. **DEFINITIONS**

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

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations,2022.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday in South Africa.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 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 **Error! Reference source not f ound.**(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 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment (where applicable).
- 1.13 Functional Criteria means the criteria set out in clause 27 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.
- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2022 published in terms of the PPPFA.

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

2. INTERPRETATIONS

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

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

3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-DBSA Supply Chain Management Unit Email: <u>Victorscm@dbsa.org</u>

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

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

 CLOSING DATE:
 20 May 2024

 CLOSING TIME:
 23H55

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

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

6. STATUS OF REQUEST FOR PROPOSAL

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

7. ACCURACY OF REQUEST FOR PROPOSAL

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

8. ADDITIONS AND AMENDMENTS TO THE RFP

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

9. **REPRESENTATIONS**

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

10. CONFIDENTIALITY

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

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

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

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

12. UNAUTHORISED COMMUNICATIONS

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

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

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

14. ANTI-COMPETITIVE CONDUCT

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

15. COMPLAINTS ABOUT THE TENDERING PROCESS

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

16. CONFLICT OF INTEREST

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

17. LATE BIDS

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

18. BIDDER'S RESPONSIBILITIES

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

19. PREPARATION OF BIDS

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

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

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

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

21. OBLIGATION TO NOTIFY ERRORS

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

22. RESPONSIBILITY FOR BIDDING COSTS

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

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

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

- 23.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
- 23.1.3 to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

24. USE OF BIDS

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

25. BID ACCEPTANCE

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

26. EVALUATION PROCESS

26.1 The Bids will be evaluated and adjudicated as follows:

26.1.1 First Stage – Test for administrative Responsiveness

The test for administrative responsiveness will include the following:

Stage 1: Responsiveness

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

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

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
	Adherence to submitting Tender as a two-folder tender.		
	Folder 1: Pricing proposal submission (Financial) separate	Pre-Qualifier	v
1	from	Fie-Qualifier	1
	Folder 2: Functionality and returnable submission (Technical)		

2	Certification from the OEM of the proposed solution that the service provider is an accredited reseller.	Pre-Qualifier	Y
	Attendance Register of the Compulsory Briefing Session attended by the Tenderer.	Pre-Qualifier	Y

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

	Responsiveness Criteria	Clarification Time	Applicable to this Tender (Y/N)
1	Standard conditions of tender as required.	48 hours	Y
2	Returnable documents completed and signed.	48 hours	Y
3	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: - Bidder must be fully registered & compliant in order to do business with the DBSA.	72 hours	Y
4	A valid and active Tax Compliance Status Pin issued by SARS.	48 hours	Y

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

26.1.2 Second Stage – Functional criteria

26.1.3 Third Stage – price and preference

- 26.1.3.1 Those Bidders which have passed the First Stage (Responsiveness Test) of the tender process will be eligible to be evaluated on the Third Stage, based on price, in accordance with the PPPFA regulations.
- 26.1.3.2 The recommended preferred Bidder will be the Bidder with the lowest overall price in the Third Stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP, in line with the PPPFA Regulations.

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

27. Risk Analysis and Objective Criteria

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

- i. Any bidder that has a cumulative order book totaling 3 Awards with outstanding value, may be excluded from further evaluation and/or recommendation for award.
- ii. Where a bidder has 3 active Awards with an outstanding value and the outstanding value is 10% or less, indicating the project is nearing completion, the bidder may be included for further evaluation and/or recommendation for award.
- iii. Where a bidder has 3 active Awards with an outstanding value and at least one of the projects has stalled for a period of 6 months or more, or the client has placed the project on hold indefinitely, the bidder may be included for further evaluation and/or recommendation for award.
- iv. The DBSA has the discretion to apply an objective criterion.

28. Due Diligence

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

a. Judgements and criminal convictions

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

b. Pending litigation/liquidation/business rescue (distinct from Working Capital) DBSA may consider any pending litigation in a court of law or administrative tribunal as part of its risk assessment.

c. Performance

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

d. Reputational harm

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

e. Restricted/Blacklisted

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

f. Vetting

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

- **g.** PEP Checks for both Companies and Individual directors, as well as Procure Check and or any other systems that the DBSA may choose to utilize (which may be conducted by an authorized third party) that would be done to assess all risks, including but not limited to
 - a. Financial stability of the bidder based on key ratio analysis ;
 - b. Efficiency;
 - c. Profitability;
 - d. Financial Risk;
 - e. Liquidity;
 - f. Acid Test;
 - g. Solvency; and
 - h. Commercial relationship with a politically exposed and brand risk
- i. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
- ii. The DBSA reserves the right to negotiate to ensure the value for money principle is not compromised.
- **29.** Generally, suppliers have their own business standards and regulations. Although DBSA cannot control the actions of our suppliers, we will not tolerate any Illegal activities. These include, but are not limited to:
 - Misrepresentation of any kind (e.g. origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);

- Corrupt activities listed above; and
- Harassment, intimidation or other aggressive actions towards DBSA's employees.

30. STATUS OF BID

- 30.1 Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.
- 30.2 A Bid must not be conditional on:
 - 30.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained.
 - 30.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation.
 - 30.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent.
 - 30.2.4 the Bidder obtaining the consent or approval of any third party; or
 - 30.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
- 30.3 The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
- 30.4 The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

31. CLARIFICATION OF BIDS

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

32. DISCUSSION WITH BIDDERS

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

33. SUCCESSFUL BIDS

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

34. NO OBLIGATION TO ENTER INTO CONTRACT

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

35. BIDDER WARRANTIES

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

employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;

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

36. DBSA'S RIGHTS

- 36.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:
 - 36.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
 - 36.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
 - 36.1.3 vary or extend any time or date specified in this RFP
 - 36.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
 - 36.1.5 require additional information or clarification from any Bidder or any other person;
 - 36.1.6 provide additional information or clarification;
 - 36.1.7 negotiate with any one or more Bidder;
 - 36.1.8 call for new Bid;
 - 36.1.9 reject any Bid received after the Closing Time; or
 - 36.1.10 reject any Bid that does not comply with the requirements of this RFP.

37. GOVERNING LAWS

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

PART E

TERMS OF REFERENCE & PROJECT BRIEF

1. INTRODUCTION

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

As part of the DBSA's ongoing support to the DMRE in terms of the Memorandum of Agreement (MoA), the DBSA is requested to assist the IPPO with requesting proposals from reputable service providers for the implementation and support of all-in-one Enterprise Resource Planning (ERP) solution for a period of 60 months (5 years).

2. PURPOSE

The IPPO is inviting Service Providers to provide detailed proposals for the Supply of Licensing and Implementation Support of a proposed ERP solution.

To main aim is to automate the activities of the IPPO through a software management system in the form of an ERP solution. Most of the manual work, document flow, data entry and processing and subsequent storage need to be shifted or supplemented by this ERP system.

This will make processing, analysing, reporting, retrieving, managing and rearranging data and information much easier. At the same time, work, process and document flow will be in a more automated manner.

3. BACKGROUND

The IPPO Finance team currently utilises Sage Pastel v18 for the accounting of the IPPO day-to-day finances and Excel for the project accounting tracking. As the organisation is growing, it is becoming crucial that IPPO's Finance Team is able to view the financial position of the organisation as a whole on a daily basis through a dashboard. The solution should therefore also assist the organisation to report reliable financial information to Management and Stakeholders more readily.

The IPPO has mainly implemented a Microsoft technology solution as the basis platform of its business operations. The IPPO plans to migrate to MS365, MS Projects Online and

SharePoint in order to improve its business processes and enable better collaboration among employees. The solution should therefore also be able to integrate into these solutions.

The IPPO currently has a staff complement of approximately 60 people and is planning growth to +-80 employees.

The solution should therefore be scalable, and the service provider will have to manage the licensing on an annual basis according to the required needs of the IPP Office.

4. SCOPE OF WORK

Problem Definition and Key Challenges:

The problem statement of the current environment may be summarised as:

Inadequate system performance (slow response & inability to handle transaction volumes), limited functionality, inadequate systems integration, poor reporting functionality, lack of business intelligence capabilities and poor user experience.

The **problem definition** is expanded below:

- The current finance solution has limited functionality as compared to the user needs and various issues have been raised, including but not limited to those listed below:
 - Finance: Age analysis, internal and external reconciliation and invoicing on penalties
 - Compliance: e.g., Procedure rules for approvals not implemented
 - Procurement: Purchase Order not linked to budget
 - o Assets: Manual reconciliation and depreciation calculation
 - Project Accounting: Manually performed in Excel.
- Lack of integration between the finance system and any document management system (potential loss of paper trail)
- The solution in the frontend is web based and does not function optimally over the VPN.
- Lack of proper reporting tools. Generating management and executive reports is a tedious task as it is time consuming extracting the required information.
- Users are dissatisfied about the performance of the systems.

The high-level scope of the ERP solution as well as required services are therefore defined below.

4.1 GENERAL REQUIREMENTS

4.1.1. Contract Term

The IPPO intends to enter into a contract for an initial term of 60 months.

4.1.2. Required Service Levels

- Provide 24/7/365 client service support for all users, when required.
- Provider must ensure a minimum of 99.8% system availability.
- The proposed solution must remain available during scheduled upgrades.
- Transfer all financial data (+- 2.5GB) from the current solution, Pastel Partner v18, to the new solution.

4.1.3. Solution Requirements

- The bidder/s shall be responsible for providing cloud, sizing, procurement and installation for the proposed ERP solution modules. Cloud based ERP (All modules) and/or SAAS model should be hosted in South Africa.
- The design should support cross browser rendering across all prominent operating systems (windows/ios/android/etc.) as well as platforms such as desktops, laptops and mobile devices.
- Have an Interactive dashboard to display user specific information.
- Reports for all modules (downloadable in various formats Excel/PDF/etc).
- Software and modules to be upgradable if installed on a server.
- Frequently Asked Questions (FAQ) and Standard Operating Procedures (SOP) manuals (document, podcast/audio and video) and Mobile Applications (android/ios/etc.) must be provided, with training.

4.1.4. Access

- Provide role based granular access.
- Allow for only administrators to centrally manage all user information, credentials and permissions:
 - Restrict standard users from adjusting their own access permissions.

• Custom branding of company logo to match company profile.

4.1.5. Archiving and Disaster Recovery

- Provide off-line back-ups.
- Support the archiving of all information stored in the database.
- Maintain a detailed Disaster Recovery Plan.

4.1.6. Information Security

- Data remains in the ownership of IPPO at all times.
- The service provider must use South African-based data centres.
- Automatically sign off a user if no activity has occurred for a defined period of time.
- Failure to authenticate successfully after a pre-determined number of times should result in an access lock out state.
- Password control processes should be in place to enable each user to set, change or reset their password using an authorised email account.
- Must utilise data encryption technology on all data transfers and stored documents.
- Must support Single Sign On (SSO) or Multi Factor Authentication (MFA); and
- All servers/VMs hosting to public facing portals should be periodically assessed for vulnerabilities and they must be patched periodically.

4.1.7. Support Requirements

- Training videos, user guides and online training sessions must be available.
- Free USB or digital archive on expiration of license or cancellation of the IPPO data and documents should be made available.
- Encrypted archive of the project should be available for the full audit period required.
- The bidder shall procure the licenses for all the components proposed as part of the ERP solution and do the renewals annually over the 5-year period.

The system must be able to support the following business and support functions within the organisation:

i. Finance, ii. Supply Chain Management (SCM), iii. Human Resources (HR), iv. Facilities Management

v. Information Systems & Technology (IS),

vi. Legal,

vii. Infrastructure Finance,

viii. Technical Advisory,

ix. Strategy and Risk Reporting,

- x. Audit Compliance,
- xi. Contract Management,
- xii. Project Management, and

xiii. Board Functions

The current staff composition is:

Department/Designation		Head of Department	Manager / Supervisor	Employee
Admin	4			
Admin Manager	1		1	
Admin Supervisor	1		1	
Administrator	2			2
CEO Office	4			
CEO	1	1		
Administrator	1			1
Office Manager	1		1	
Personal Assistant	1			1
Contract Management	12			
Head: ED	1	1		
Administrator	3			3
Contract Manager	3			3
Economist	1			1
Graduate - ED	4			4
Facilities Management	4			
Facilities Manager	1		1	
Facilities Coordinator	1			1
General Assistant	2			2
Finance	7			
CFO	1	1		
Finance Clerk	2			2
Finance Manager	1		1	
Financial Accountant	1			1
Personal Assistant	1			1
EDIM Audit Manager	1		1	
SCM (Managed by CFO)	2			

Department/Designation		Head of Department	Manager / Supervisor	Employee
SCM Manager	1		1	
SCM Administrator	1			1
Governance & Risk	1			
Head: Governance & Risk	1	1		
Human Resources	2			
HR Manager	1		1	
HR Administrator	1			1
Information Systems & Technology	8			
Head: IS	1	1		
Business Analyst	1			1
Data Analyst	1			1
IT Manager	1		1	
IT Support Technician	1			1
SharePoint Developer	1			1
Personal Assistant	1			1
Snr Data Analyst	1		1	
Infrastructure Finance	4			
Head: IF	1	1		
Graduate - Infrastructure Finance	1			1
Project Finance Specialist	2			2
Legal Unit	6			
Head: Legal	1	1		
Graduate - Legal	1			1
Legal Advisor	3			3
Personal Assistant	1			1
РМО	8			
Head: PM	1	1		
Office Manager	1			1
Personal Assistant	1			1
Programme Manager	1		1	
Project Administrator	2			2
Project Manager	2			2
Public Relations	3			
Public Relations Officer	1		1	
Public Relations	2			2
Technical Advisory	3			
Head: Technical	1	1		
Personal Assistant	1			1
Specialist Engineer	1			1
Grand Total	68	9	12	47

4.1.8. Other Information to take note of:

- The scope is for only the IPP-Office, although we are not a legal entity, we run our own separate chart of accounts that is audited on an annual basis.
- The IPP Office only has one office building location based in Centurion, with no warehouses.
- There is currently +- 800 chart of accounts.
- Data Take on Only the opening balances need to be imported.
- All data belongs to the IPP Office that will be transferred.
- As part of the asset management process, there is no specific type of scanner proposed by the IPPO. The bidder needs to provide at least 2 handheld scanners that can work with their proposed solution.
- IPP Office current do not have a document management solution. Files are stored on a file server. Potential future integration with SharePoint is possible.
- Number of Assets To date, we have 2700 codes of assets.
- Number of Vendors To date, we have 452 codes of vendors.
- Number of Customers To date, we have 567 codes of customers.
 Note: The number of vendors and customers is increasing cumulatively year to year, driven by energy procurement per each bid window according to the ministerial determinations based on IRP 2019. Since the IRP 2019 proposes a diverse energy mix to meet the country's electricity needs by 2030, the vendors and customer codes are expected to increase yearly by an average of 100.
- EFT File integration will not be required immediately as the IPPO bank accounts are held by DBSA & GTAC, but this functionality might be required in the future.

4.2 HIGH LEVEL FUNCTIONAL REQUIREMENTS

4.2.1. Finance

- a. Bank and short-term cash forecasting and management
- b. General ledger and journal posting
- c. Tax and VAT
- d. Aggregation of project, divisional and business segment financial information into statutory financial information and management information at the company level (for the complete business).

- e. Alignment with PFMA & IFRS standards
- f. Inventory management:
 - Exception reports showing the difference between the sub-ledger and the control account if any. [Save time and accurate reconciliations]
 - Ageing the inventory to identify the slow-moving inventory item. [Valuation purpose including storage costs]
 - Inventory acquisition report [Might show where we are wasting money or improper planning]
 - It must show the location, bin number etc [Segmental reporting, easy for auditors to do the verification, spot checks etc]
 - Stock Requests
 - Stock Issues
 - Stock Counting
 - Sub Ledger
 - Conflict Reports
 - Stock on hand reports
- g. Fixed assets:
 - Fixed Assets Module in totality (From start till end)
 - Fixed Assets Reports (Movement Schedule, Assets bought, scrapped, etc)
 - Assets by location and site
 - Reports:
 - Number of assets based on value, fully depreciated, R1.00 values report for quick audit response.
 - Exception reports for reconciliation purposes.
 - Acquisition report to disposition/retirement including transfers, transactions, depreciation forecast and asset history reports.
 - Cost-benefit analysis maintenance vs disposal
 - Fixed assets reconciliation showing an opening balance of cost, accumulated depreciation, additions, disposals, WIP transfers and other adjustments per class of assets. Each of the different line items (cost and accumulated depreciation, additions, disposals, WIP) should have a Trial balance account per class.

- Valuation market value vs current value based on physical condition due to maintenance backlog.
- Life cycle costing acquisition to disposal.
- Update asset register with all asset purchases.
- Allocate asset numbers when creating a purchase order.
- Depreciation classes for all assets groups.
- Scrapping of assets.
- Disposal of assets.
- Integrated asset scanning devices for purposes of asset verification.
- h. Receivables:
 - Ageing consolidated.
 - Ageing per business division.
 - Ageing per programme, manager or project ID.
 - Detailed ledger per customer per customer per Institute.
 - Open Transaction per customer per Institute.
 - Customer Statements.
 - Customer Balance List.
 - Customer balance list with credit limit.
 - Customer data base report.
 - Detailed due day List per customer per Institute.
 - Credit notes to be linked to invoice.
 - Debt collection expense report.
 - Payment allocation.
 - Functionality to Automatically send through customer statements, payment reminders and calculate interest on long-outstanding debtors based on IPPO policies/inputs (which may change in line with applicable interest rates, changes in assumptions, etc). This current This relates to one specific type of revenue stream the IPPO has – if invoices are not settled within 15 business days from the day they are generated, interest needs to be levied at the prescribed rate of interest. This might change in the future.

i. Payables:

- Ageing consolidated.
- Ageing per Institute.
- Detailed ledger per Supplier per supplier per Institute.
- Open Transaction per Supplier per supplier per Institute.
- Supplier's Balance List.
- Supplier's balance list with pending invoices.
- Settle transactions with Settlement discount.
- Detailed due day List per Supplier per Institute.
- Invoicing of Credit notes.
- GRN' not yet invoiced report compared to Sub Leger.
- All the above report on Excel.
- Payment History Report.
- Remittances.
- Detect duplication of Invoicing.
- Format of Accounts payable Sub ledger and GL reports.
- Processing of prepayment expenses on AP.
- Automated flags on invoices not paid for 10, 20 and 30 days.
- j. General ledger:
 - Trial balance (consolidated, divisional and segment).
 - Detailed ledger transactions (must be able to see the date, description of the item, supplier name, invoice number, amount, etc.).
 - General ledger workflows.
- k. Sales Ledger:
 - Create customer accounts.
 - Create Customer profiles.
 - Create Sales Invoice.
 - Create Credit Note Invoice.
 - Match payments to invoices.

- Allocate payments to Customer accounts.
- Customer account Statement.
- Customer accounts ageing.
- I. Expense management:
 - Subsistence & Travel (S&T) Advance capturing.
 - Linking of S&T claims to advance.
 - S&T Advance listing.
 - Posting of S&T Advances and claims.
 - Posting of normal expense claims.
- m. Reports:
 - Standard reports per modules indicated above.
 - Financial reporting (income statement, balance sheet and cash flow) per division and for business segments.
 - Reports on liquidity, solvency, performance and financial position of the IPPO at a given time (Calculated current ratio, acid test ratio, cash ratio, Debt/equity ratio, Interest cover ratio, etc).

4.2.2. Management Accounting

- a. Full Cost Centre Accounting.
- b. Overhead Allocations to cost centres and projects and other receivers.
- c. Project Accounting & Profitability (revenue, expense).
- d. Budgeting and Forecasting:
 - Income statement at Cost centre level and project level comparing actual, budget and the forecast.
 - Detailed capturing required at Project Level or Programme level.
- e. Product costing (full absorption costing) for commercial operations of the IPPO.

4.2.3. Supply Chain Management

- a. Central and decentralised procurement management:
 - Demand aggregation (Procurement plan)
 - Contract establishment
 - Requisitions (decentralised)
 - Authorisation (with automated workflow & email alerts)
 - Purchase order process (central and decentralised)
 - Contract compliance
 - Vendor performance tracking
- b. Project procurement:
 - Planning
 - Procurement
 - Commitment accounting
- c. Goods receiving.
- d. Quality management of inbound stock.
- e. Vendor management.
- f. Item master management.
- g. Sub-contractor management.
- h. Inventory management.
- i. Tender management.
- j. Service procurement and service management against projects and for project independent purchases.
- k. Synchronise the supplier database to procurement module.
- I. Procurement of inventory (stock items).
- m. Select procurement process followed on the Purchase Requisition (RFQ, RFP or single source/deviation).
- n. Discrepancy reports and reporting in general e.g., open orders, GRN, BEE, etc.

4.2.4. Sales & Revenue Management

a. Sales orders and revenue management.

- b. Customer management.
- c. Credit management.
- d. Invoice processing and management.
- e. AR and incoming payment processing.
- f. Credit note management.
- g. Sundry invoice processing and management.

4.2.5. **Project Management**

The IPPO runs various procurement programmes, and these are further subdivided in to Bid Windows (or rounds). Each project should be properly accounted for in terms of projected and actual revenue and cost.

Project cost planning is essential (to a minimum of WBS element level) and the ability to aggregate these plans into a portfolio to determine funding requirements is a necessity.

The allocation of approved funds to projects and the releasing/approval of projects once funded are key. Grants and direct revenue are invoiced as revenue as the project milestones are achieved, this revenue must be recorded against the project and business segment.

In some instances, projects are managed on a planned vs. actual cost basis and in others a project profitability position is required. Projects may also run over several financial periods and financial years.

Reporting on the allocation of grants, the performance of projects funded by grants and the aggregation of grants across multiple projects into a portfolio is a requirement.

The process to be covered by the ERP Solution summarised as follows:

- a. Project planning and budgeting and forecasting and portfolio review:
 - Project sub levels (WBS)
 - Project aggregation (Portfolio)
- b. Project funding, grant allocation and tracking.
- c. Project approval and release.
- d. Project execution:

- Project accounting.
- Project procurement.
- e. Project revenue management:
 - Direct sales.
 - Specific project grants:
 - Contract management.
 - Milestone billing.
 - \circ $\,$ Ad-hoc billing.
 - Allocated funds from grants.
- f. Project profitability management.
- g. Aggregation of project profitability into business divisions.
- h. Project proposal submission for internal review:
 - Project proposal budget & forecast template.
 - Project proposal budget & forecast approval.

The following functionality is currently **excluded** from the scope of work as these functions are currently filled by the DBSA on behalf of the IPPO, but the solution needs to cater of the following modules or integration in the future:

- 1. Human Capital Management.
- 2. Leave Management.
- 3. Performance Management.
- 4. Payroll.
- 5. Timesheets.
- 6. Recruitment.

5. SKILLS REQUIREMENTS

The team should at least:

- 5.1. Have experience with integration into Microsoft Products (inclusive of MS365, Projects Online, MS Security, Azure Cloud Services);
- 5.2. Have a team that is qualified/certified by the OEM as part of implementation team; and
- 5.3. Have a Certified Information Security Professional as part of the team.

6. TECHNICAL PROPOSAL & EVALUATION

6.1 **TECHNICAL PROPOSAL:**

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

- a. The Tenderer must provide a brief overview of their company and past projects completed.
- b. Contactable references who currently operate on similar infrastructure supplied by the Service Provider (References on your client's letterhead). The reference letters must include: company name, contact person, contact details contract value and date letter was issued.
- c. List proposed support team structure attached team member CVs, and list years' experience in deploying ERP solutions.
- d. Provide a certificate from OEM to indicate that the Service provider is a registered reseller and qualified installer of the proposed solution.
- e. Each respondent is required to submit a proposal containing the following information in a separate envelope:
 - The envisaged approach and methodology of their offering and the service levels for supporting it;
 - Structure, location and availability of team personnel (Including CVs of the proposed team members);
 - Defined roles and responsibilities;
 - Solution implementation project plan;
 - Highlight any customisation of the solution required to meet the specified requirements;
 - Approach to mobilisation (e.g., how quickly might it take to set up the ERP and how would this be done?);
 - Approach to archival of ERP repository;
 - The reliability of the service;
 - The responsiveness of customer service; and
 - Quality assurance.
- f. Project Management:
 - The service provider must provide a write up on the proposed project

management methodology to be followed, as well as demonstrate at least 3 years' experience in project managing similar solution deployments.

- The bidder/s must provide a detailed project management plan detailing milestones, resources and the time duration of the installation and configuration.
- g. Training, Knowledge Transfer and Change Management
 - Provide technical training and knowledge transfer (for supporting the environment) to 3 IPPO ICT staff members.
 - Provide training and knowledge transfer for all IPPO staff members on the different modules.
 - Provide approach and plan to change management.
 - Outline of the Service Level Agreement and response times.

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

6.1.1 EVALUATION CRITERIA:

The evaluation will be split into two parts:

- Part 1 A Technical Evaluation based on the overall response to the scope of work submitted; and
- Part 2 A Presentation/Demo of the proposed ERP solution, including security design.

PART 1 - TECHNICAL EVALUATION AND SCORING

Only those Bidders who score 49 points or higher (out of a possible 70 points) during the **Functional Criteria** evaluation will be invited to participate in the **Presentation/Demo Evaluation** of the bidding process. During the Presentation/Demo Evaluation, the Bidders need to achieve a minimum of 21 points (out of a possible 30 points) for their bid to be considered.

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

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

Evaluation Area	Evaluation Criteria	Matrix	Weighting	Score	Supporting document provided	Supporting documentation found on
					ŶES/NO1	Page2:

Company	Bidder company must have at least ten (10) years' experience in the provisioning similar solutions (including ERP & integrations etc).		ease provide a brief overview mpany and past projects com Response Less than 5 years 5 - 9 years 10 years or more			5		
Track Record and Experience	At least five (5) contactable references who currently operate on similar infrastructure supplied by the Service Provider (References on your client's letterhead) within the last three (3) years.		Please provide testimonials or reference letters as proof Response Points			5		
	The reference letters must include: • company name • contact person • contact details • contract value • date letter was issued		Less than 3 Letters 3-4 Letters 5 or more Letters	0 3.5 5				
Track Record and Experience	Project Team's knowledge/experience in implementing ERP solutions with at least 9 years in the relevant field. List clearly indicating the proposed support team: • proposed support team structure • attached team member CVs • list indicating years' experience in deploying ERP solutions.	List proposed support team structure and attached team member CVs and list years' experience in deploying ERP solutions.Years of ExperienceScoreTeam members have less than 3 years0Team members have 3-5 years' experience2Team members have 3-5 years' experience2Team members have an average of 6-8 years'3.5All team members have 9 or more years' experience5				5		

	[]				1	1	
Understanding of Scope	 Each respondent is required to submit a proposal containing the following project objectives:: 1. The envisaged approach and methodology of their offering and the service levels for supporting it; 2. Structure, location and availability of team personnel (Including CVs of the proposed team members); 3. Defined roles and responsibilities; 4. Solution implementation project plan; 5. Highlight any customisation of the solution required to meet the specified requirements; 6. Approach to mobilisation (e.g., how quickly might it take to set up the ERP and 	Provide a detail understanding a work in the term Approach No response Poor Satisfactory Very good	nd align	The approach plan or methodology is poor and tailored to addressed at least 1 to 4 objectives listed The approach plan or methodology is specific and tailored to addressed at least 5 to 6 objectives listed	25		
	 set up the ERP and how would this be done?); 7. Approach to archival of ERP repository. 8. The reliability of the service; 9. The responsiveness of customer service; and 10. Quality assurance. 	Excellent	25	tailored to addressed at least 7 to 9 objectives listed The approach plan or methodology is specific and tailored to address all 10 project objectives listed			
Project Management	Indicate how they will ensure effective project management during implementation and commissioning of the ERP solution. The service provider must provide a write up on the proposed project management methodology to be followed, as well as demonstrate at least 3 years' experience in project managing similar solution deployment.	CertificationPointsUnacceptable/not provided0Methodology provided and less than 3 years' experience3.5Methodology provided and 3 years or more experience5		5			

	The bidder/s must provide a detailed project]		
	management plan detailing:	Response	Points		
		Unacceptable/not provided	0	5	
	 milestones, resources and 	Covered some elements	3.5		
	• the time duration of the	Covered all elements	5		
	installation and configuration.				
	ICT Training, Knowledge Transfer and Change Management.				
	Bidder to provide a	Response	Points		
	response indicating how they are going to deal	Unacceptable/not provided	0	5	
	with: • Training and knowledge	Covered some elements	3.5		
Training	transfer (for supporting	Covered all elements	5		
Training Offering	the environment to the IPPO ICT admin users).				
	Approach and change management plan.				
Provided for training of all IPPO employees.					
		Response	Points		
	Bidder to provide:	Unacceptable/not provided	0	5	
	 Detailed training implementation plan 	Covered one element	3.5		
Outline of training modules		Covered all elements	5		
	Indicated how they will				
	ensure effective account management and	Response	Points		
	provided a query resolution process	Unacceptable	0	5	
	(account management	Acceptable (Methodology provided or SLA provided)	3.5		
	methodology provided, and sample of SLA	Excellent (Methodology			
	provided).	provided and SLA provided)	5		
SLA Offering					
	Overse December 1	Response	Points		
	Query Resolution times – within the same day (4	Unacceptable =0	0		
	hours the from time of query log and 1hr on	Next Business Day only	2	5	
	critical calls)	Same day (4hrs)	3.5		
		Same day (1hr on critical calls)	5		
	1	,	·1	1	

PART 2 – PRESENTATION/DEMO EVALUATION AND SCORING

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

Evaluation Area		Evaluation Criteria	Weighting
	Service provider	to demonstrate security controls.	
Solution Security	Non- Compliant (Score 0)	The consultant has little or has not demonstrated understanding of the security requirements. Security controls does not comply of MFA, SSO. Data Centre is not based in RSA borders. Does not sign off user if there is no activity for a specified period.	5
	Compliant (Score 5)	The consultant has sufficiently demonstrated understanding of the layout of the security requirements. Security controls does comply of MFA, SSO. Data Centre is based in RSA borders. Does sign off the user if there is no activity for a specified period.	
	Service provider recovery controls	to demonstrate the archiving and disaster 3.	
Archiving and Disaster Recovery	Non- Compliant (Score 0)	The consultant did not sufficiently demonstrate an understanding of the archiving and disaster recovery controls required. Archiving and disaster recovery controls do not comply with the requirements of offline backups, archiving of all information stored in the database, or having a detailed disaster recovery plan.	5
	Compliant (Score 5)	The consultant did sufficiently demonstrate an understanding of the archiving and disaster recovery controls required. Archiving and disaster recovery controls do comply with the requirements of offline backups, archiving of all information stored in the database, or having a detailed disaster recovery plan.	

	Service provider control.	r to demonstrate the user access management	
User Access Rights	Poor (Score 0)	administrators to centrally manage all	
	Good (Score 5)	The solution provides for role-based granular access; and allows for only administrators to centrally manage all user information, credentials and permissions.	
	Score	Requirement	
	2	Aggregation of information at a project, divisional and business segment level.	
Demonstrate that the solution consists of the	2	Comprehensive Accounts Payables and Receivables	15
following high level	2	Detailed General Ledger Management	15
functional requirements	2	Fixed Asset Management	
	2	Supply Chain Management	
	2	WBS Project Accounting	
	1	Expenditure Management	
	1	Inventory Management	
	1	Sales & Revenue Management	
	1		

Note:

1. Supporting documents provided **YES/NO**:

Please indicate if the supporting documentation has been provided or not.

2. Supporting Documentation found on page:

Please insert where the supporting documentation can be found within the submission.

9. PRICING AND BROAD-BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

Each proposal that passed both parts of the functional evaluation (score of **70%** and more for both parts 1 & 2), will be on equal footing to proceed to this final round of evaluation.

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

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

PRICING

- Cost must be VAT inclusive and quoted in South African Rands.
- Financial proposal should include the cost of delivery.
- Service providers must quote for all the items as indicated on the below list.
- Service providers should download and complete in full the attached Annex A1pricing spreadsheet.

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

Annexure A1 – Pricing Schedule to be completed.

10. DELIVERABLE ACCEPTANCE CRITERIA

Deliverables will only be paid once accepted by the IPPO. The following deliverableacceptance criteria will apply prior to accepting a deliverable as final:

- Head of ICT review; and
- Head of Corporate Services review

Annexure A

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

THE CONSULTANT IS TO COMPLETE AND SIGN THE FORM OF OFFER

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

RFP072/2024: APPOINTMENT OF A SERVICE PROVIDER FOR THE IMPLEMENTATION AND SUPPORT OF ALL-IN-ONE ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION FOR A PERIOD OF 60 MONTHS (5 YEARS).

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF ALL TAXES IS

(in words);	ZAR	(in figures),

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

Signature(s)	
Name(s)	
Capacity	

For <i>Tenderer</i>	the	
		(Name and address of organisation)
Name	and	
signature	of	
witness		Date

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?**YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

- **2.2** Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**
- 2.2.1 If so, furnish particulars:
- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any

interest in any other related enterprise whether or not they are bidding for this contract?**YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Signature	Date

Signature

Date

.....

Position

Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals (namely, BBBEE status level of contributor).

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	

Total points for Price and SPECIFIC GOALS

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE AND PREFERENCE

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

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

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

Ps = Points scored for price of tender under consideration

Pt Price of tender under consideration =

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE AND PREFERENCE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

.....

- 4.3. Name of company/firm.....
- 4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- IPartnership/Joint Venture / Consortium
- 1 One-person business/sole propriety
- 1 Close corporation
- IPublic Company
- IPersonal Liability Company
- ۲ (Pty) Limited
- γ Non-Profit Company
- IState Owned Company

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
 - i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)					
SURNAME AND NAME:					
ADDRESS:					

RESTRICTED SUPPLIERS

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

ltem	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No □
4.4.1	If so, furnish particulars:		

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

Annexure E

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

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.

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.

[General Conditions of Contract]

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

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

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

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

Annexure I

Tax Compliant Status and CSD Registration Requirements

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

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

CSD Registration Number:



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

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