DBSA
DEVELOPMENT BANK OF SOUTHERN AFRICA
Building Africa's Prosperity

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:	**RFP086/2024**
ONLINE COMPULSORY BRIEFING SESSION	**10 June 2024 @10h:00am** **Via MS Teams** **Join on your computer, mobile app or room device** **Join the meeting now** Meeting ID: 343 734 297 760 Passcode: AaSYQw
CLOSING DATE:	**21 June 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 AN ENTERPRISE GOVERNANCE, RISK & COMPLIANCE SOLUTION FOR A PERIOD OF 36 MONTHS (3 YEARS)**
BID DOCUMENTS ELECTRONIC SUBMISSION:	**1. ELECTRONIC SUBMISSIONS** **INSTRUCTIONS:** ➢ Bidders are required to submit written requests for clarification and **OneDrive link** viae-mail to VictorSCM@dbsa.org 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 **18 June 2024 17:00** Johannesburg time. Requestsreceived 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 RFP086.2024 is 21 June 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	

0% ZERO Tolerance

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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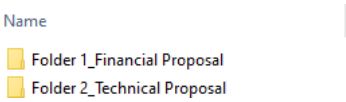
PART A
INVITATION TO BID

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

BID NUMBER: **RFP086/2024**

DESCRIPTION: **APPOINTMENT OF A SERVICE PROVIDER FOR THE IMPLEMENTATION AND SUPPORT OF AN ENTERPRISE GOVERNANCE, RISK & COMPLIANCE SOLUTION FOR A PERIOD OF 36 MONTHS (3 YEARS)**

CLOSING DATE:	**21 June 2024**
CLOSING TIME:	23H55



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 **[TICK APPLICABLE BOX]**	**YES**		**NO**	
CSD REGISTRATION NUMBER				
TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS				

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
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)**
1.3.	**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.**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	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)? ☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
	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.

1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.

1.9 **Closing Time** means the time, specified as such under the clause **Error! Reference source not found.**(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 found.** of this Part C.

1.19 **Price and Preferential Points Assessment** means the process described in clause **Error! Reference 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: **Victorscm@dbsa.org**

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: **21 June 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 Victorscm@dbsa.org

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 of receipt or 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:

<u>Stage 1: Responsiveness</u>

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

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

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

2	Certification from the OEM of the proposed solution that the service provider is an accredited reseller	Pre-Qualifier	Y
3	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 for the supply of an Enterprise Governance, Risk and Compliance solution for a period of 36 months (3 years).

2. PURPOSE

The purpose of this bid is to request proposals from capable and experienced service providers for the provision, implementation and support of an effective Enterprise Governance, Risk & Compliance (GRC) solution for the IPPO, along with a suitable technological platform, over a three-year period.

This initiative aims to facilitate the digitisation of the governance, risk and compliance processes and systems of the IPPO. These, in turn, will empower informed and compliant decision-making across all levels of the organisation.

Additionally, the solution should ensure that stakeholders in the IPPO can access high-quality, real- time information. This will enable seamless knowledge sharing and collaborative efforts in various risk-related domains within IPPO. These domains encompass conduct risk, fraud risk, legal and regulatory compliance, operational resilience and sustainability, information security, data protection, cyber risk, and business continuity planning.

3. BACKGROUND

The IPPO has embarked on a digital transformational strategy with the overall purpose of introducing new innovative technologies into the organisation. As part of the strategy, a GRC solution will be the latest technology to be added to create a modern and innovative digital workspace.

By implementing a new integrated Enterprise GRC solution, the IPPO will be in a better position to manage and reduce risks, provide assurance of legal and regulatory compliance to its shareholders, monitor the effectiveness of internal controls, manage information security and reduce or eliminate inefficiencies and duplication as a result of organizational silos.

The Strategy, Governance and Risk Unit is the custodian of organisational risk, policy and procedures compliance and governance information, and data which should be easily secured, retained, and updated.

The Legal Unit is the custodian of legal and regulatory compliance and keeps all information in respect of legal agreements, Service Level Agreements (SLAs), and litigation within the IPPO.

The Internal Audit function is the custodian of information generated through audit investigations and compliance reviews across all IPPO mandates and functions, including Programme Development and Implementation, Contract Management, Compliance Monitoring and Evaluation and business operations.

The IPPO is seeking an Enterprise GRC solution that will support a combined assurance and risk management framework and support the execution of all risk related functions, mainly focused on:

- Enterprise and Operational Risk Management,
- Legal and Regulatory Compliance,
- Incident Management,
- Information Security Risk Management,
- Business Continuity Management,
- Policy Management,
- Internal control assurance, and
- Risk based Audit management,

The Enterprise GRC software should support risk–based decision–making and reporting across all levels of the organisation. Additional benefits anticipated through the implementation of the software include:

- Support dynamic reporting to provide insights into assurance of top risks and key mitigating controls, and their impact on achieving the IPPO's objectives and performance.
- Process automation and workflows to automate the routing of documents for review.
- Improve the accuracy of risk data and eliminate the need to keep manual records.

The successful service provider will be responsible to supply, implement, and support, the Enterprise GRC solution that best meets the requirements as set forth in this RFP.

4. SCOPE OF WORK

The successful bidders will be required to:

- Supply an Enterprise GRC solution that meet the functional and technical requirements that are outlined below;
- Implement the Enterprise GRC solution (which includes customisation, development/ configuration);

- Testing;
- Training; and
- Support.

4.1. FUNCTIONAL REQUIREMENTS:

The service providers are requested to provide an Enterprise GRC system that will be able to do the following as a minimum:

4.1.1 Enterprise & Operational Risk Management:

4.1.1.1 The solution must provide the following capability at a strategic level:

- Define Risk Appetite and Risk Tolerance in line with the Risk Management Framework.
- Identification and assessment of strategic risks and opportunities linked to corporate strategy and objectives.
- Identification and assessment of mitigating controls.
- Monitor organisational performance against goals and objectives and any emerging risks and mitigation action.
- Monitoring and management of strategic risks and opportunities.
- Reporting of strategic risks and opportunities at multiple levels (EXCO and Business Unit risks).
- Integration of risk management into business processes.
- Prevention of unwanted risks and events.
- Support for multiple methodologies and frameworks to manage operational risk and ensure compliance against regulations.

4.1.1.2 The solution must provide the following capability at an organisational level (strategic risks to the IPPO mandate and objectives) as well as at a divisional/departmental level (Risk Control Self Assessments):

- Identification and description of key risk events.
- Assessment of inherent risks:
  - Record manifestation events and likely impact.
  - Identify root cause/s and drivers of risk event.
  - Determine risk tolerance.

- Identify whether risk is transferrable Assessment of residual risks.
- Identification and Assessment of mitigating controls; Allocation of required actions.
- Monitoring and reporting.

4.1.1.3 The solution must provide the following capability at an organisational level as well as at a divisional/departmental level (Opportunities management):

- Identification, Assessment, Management and Monitoring of opportunities

4.1.1.4 The solution must provide the following capability:

- Development and approval of Key Risk Indicators.
- Key Risk Indicator Assessment, Analysis, Monitoring, Validation and Reporting (Narrative Assessment and Dashboard reporting).

4.1.1.5 The solution should provide the capability for monitoring losses, performing root cause analysis, monitoring controls and improvements.

4.1.1.6 The following capabilities are required:

- Identification and recording of loss events.
- Investigation of the loss event/root cause analysis.
- Identification of additional controls/improved controls.
- Monitoring of control implementation.
- Loss analysis.
- Reporting of losses.

4.1.1.7 Capability to classify losses into categories i.e., actual loss, potential loss, near miss, irregular expenditure, fruitless and wasteful expenditure, theft, fraud, health, and safety, etc.

4.1.1.8 The solution should provide the following dashboards:

- Action overview.
- Inherent and residual risks overview (Heat maps).
- Risk register (both inherent and residual risks and linked to controls).
- KRI overview (including KRI analysis).
- Loss event overview (including loss event analysis).
- Irregular and fruitless and wasteful expenditure overview (Including analysis of expenditure).
- Project risks register/overview.
- Opportunities overview.
- Emerging risks register.

4.1.1.9 The solution should provide a library for all captured risks. The library must contain the following:

- Controls library to store all controls.
- Risk library to store all risks.
- Project risks library to store all project risks.
- Opportunities library to store all opportunities.
- Action manager to keep all actions raised, including open and closed actions.
- Library for Key Performance Indicators and Key Risk Indicators for monitoring key risks.
- Opportunities register for ranking all opportunities.
- Risk register for ranking all risks. The solution must also cater for sub–risks which will be linked to main risks.
- Project risk register for ranking all project risks.
- Combined assurance for all risks per lines of defence (1st level being Management, 2nd line Risk Management, Compliance and Quality Assurance and the 3rd line being Internal Audit and External Audit). There must be an interface from Internal Audit and Quality Assurance based on the reported results that will automatically feed into Risk Management assurance without having to repopulate the same data.
- Risk loss event for providing losses and classifying these losses per department.

4.1.1.10 The solution must be adaptive to changes to the organisation's risk profile as threats and vulnerabilities change all the time.

4.1.1.11 The solution must provide consistency to cater for management of risks from different areas of the organisation.

4.1.1.12 Allowing management and risk manager to compare and manage the risks across the organisation and various business units.

4.1.1.13 Deploy risk assessment through an integrated workflow and survey engine, helping the risk manager to identify and focus on the right risks at the right time to minimize exposure.

4.1.1.14 Develop response strategies to address identified risks and manage the implementation and execution of the strategies through completion.

4.1.1.15 Identify Key Risk Indicators (KRIs) and establish acceptable thresholds that generate alerts to stakeholders and executives when thresholds are violated, allowing risk managers to take quick action to mitigate risk.

4.1.1.16 Manage incidents and their impact on the business through data collection, reporting, root cause identification and accountability, inclusive of scenario analysis.

4.1.2 Legal Compliance/Regulatory Requirements

4.1.2.1 Matter Management:

- The solution should provide access to laws (legislation), including Regulations, Board Notices, Circulars, Directives, and Case Law studies.
- When a particular law has been updated, the changes should reflect on the system without having to manually capture those laws. The previous version of the law should be kept in archives for ease of reference.
- The solution should be able to provide layman terms for sections of legislation (interpretation).
- The solution must be able to link findings/observations and working papers.
- Integrate with third–party legal content providers. Currently the IPPO have the following subscriptions for 5 users:
    - LexisNexis (BP Premium Law)
    - Sabinet (Judgements)
- Ensuring legal and regulatory compliance requirements.
- Conversion of laws, rules, and standards into actionable tasks.
- Real–time visibility into business compliance through dashboards and reports.

4.1.2.2 Supply Chain Management:

- The solution must be able to provide an audit trail of working papers and the type of SCM monitoring conducted, including all documentation used during monitoring.
- Allow for departments to capture and maintain their annual procurement plans.
- Track and monitor progress of procurement against the annual procurement plan.
- Contracts register with the name of the company, required outputs and monitoring status of all appointed vendors.
- To be included in the Dashboard reporting.
- Audit tracking of any changes captured.

4.1.3 Incident Management Requirements

4.1.3.1 Portal for managing a variety of incidents including:

- Workplace Hazards or Accidents.
- Injuries.

- Legal Incidents.
- Workplace security breach.
- ICT and information security breach.
- Reputational issues.
- Financial/Asset Losses.
- Regulatory compliance issues.
- Client Service Interruptions etc…

4.1.3.2 Real time visibility through interactive dashboards and reports.

4.1.3.3 Alert users and managers of tasks, actions, or escalations.

4.1.4 Information Security Risk Management Requirements

4.1.4.1 Inventory of the IT landscape, including assets, processes, services, applications and infrastructure elements.

4.1.4.2 Develop, maintain, communicate, and monitor adherence to IT policies.

4.1.4.3 Highlight the results of IT risk assessments, incidents, and threshold breaches in the context of related business products, services and processes to draw attention quickly to areas requiring attention.

4.1.4.4 Integration of risk management into business processes

4.1.4.5 Test general computing controls and assess the impact of these controls on key business processes.

4.1.4.6 Remediate issues and risks through action plans and tasks generated through automatic email notifications and workflows.

4.1.5 Business Continuity Management Requirements

4.1.5.1 A single system−of−record ensures consistent business continuity planning based on the latest best practice guidelines and standards.

4.1.5.2 Real−time analysis and decision support makes automated BCM less prone to error than paper or spreadsheet−based processes.

4.1.5.3 Development and implementation of strategies for operational risk management

4.1.6 Policy Management Requirements

4.1.6.1 Manage policies, procedures, documented processes, and protocols, including documentation, review reminders, communication and substantiation.

4.1.6.2 Associate regulations and risks to policies and controls in a way that will allow IPPO to apply rationalised compliance efforts efficiently to multiple regulatory and risk management activities.

4.1.6.3 Prioritise and manage compliance projects in the context of broader corporate initiatives and resource allocation.

4.1.6.4 Integrate with Document Management Solution for Full review and approval functionality of policy and procedure documents, including electronic sign−off.

4.1.6.5 Insightful reporting and self−service dashboards.

4.1.7 Risk Based Audit Management Requirements

4.1.7.1 The solution must enable users to input the annual audit plan. The solution must also enable users to define/schedule audits based on scope of work, approach/methodology resources and time.

4.1.7.2 Provide real−time reporting on previous work, current work and planned work.

4.1.7.3 Dashboard Report on audits should at least include the following:

- Summary at an audit level by categories
- Summary based on the consolidated audits of similar nature etc. agent company findings themes.
    - Tracking of projects including:
    - Overall status.
    - Team Members assigned.

4.1.7.4 Workflow Management − The solution should allow for work to be created and shared (internally or externally) and the recipient should be able to make comments and send them back to the sender, linked to a specific project/file.

4.1.7.5 The solution should provide standardised templates. The templates must be accessible to all authorised system users. These templates include:

- Engagement Letters.
- Process Narratives.
- Risk and Control Matrix.
- Working Papers.
- Reports.
- End of Audit Reviews (Performance Assessments).

4.1.8 Combined Assurance Requirements

4.1.8.1 Supporting governance structures and managers in making internal control and assurance statements regarding the effectiveness and efficiencies of their control environment.

4.1.8.2 Tracking of performance against Business Scorecard objectives, related strategic and operational risks, and assurance statements to generate effective, useful and insightful reports for management and governance structures.

4.1.8.3 Aligning everyone on a common risk landscape and prioritising assurance efforts by the risks that matter most.

4.1.8.4 Increasing the coordination of assurance providers, resulting in better planning, resource allocation, and cost reductions.

4.1.8.5 Reducing the number of risks that could potentially be overlooked when assurance plans are drafted for the following years.

4.2. TECHNICAL REQUIREMENTS:

4.2.1 User Requirements:

4.2.1.1 **Tasks, notifications, and escalations** – The solution must alert users when tasks need to be performed and include automated escalations. The solution must also send out reminders for tasks that are about to reach deadlines and have not been completed.

4.2.1.2 **Role-based security and audit trails** – The system must provide access based on defined roles. The system must allow authorized users to:

- Provide security for different user levels.
- Define security at the function level, e.g., allow a user to access data relevant to their function.

4.2.1.3 **Provide system templates -** The solution should provide standardized templates for different functions/areas. The templates must be accessible to all authorized users. These templates include reporting templates.

4.2.1.4 **Mobility -** Users must be able to access the system from anywhere using any appropriate mobile device such as iPad, tablet, mobile phone, etc.

4.2.1.5 Send automated email reminders, escalations, and feedback.

4.2.1.6 The solution must cater for different types of methodologies/frameworks from a Risk Management perspective.

4.2.1.7 The desired solution will primarily be used by personnel within the Risk Management function and the Legal function. Other users will include other functions that support risk and compliance management activities, such as risk/action owners (executive members and business unit leaders) as well as risk and ethics champions. Additionally, all employees are required to access and report risks/incidents identified in the execution of their duties. Thus, we estimate around 120 internal users (with varying access permissions).

Total number of employees (organization wide)	**120**
Total number of employees that will be using the tool in respective business responsibilities: - ICT Admin – 5 Users - Super Users (from Risk, Audit & Legal units) - Key contributors (business process–owners) - Key respondents (department/business unit reps) - Secondary respondents (business unit heads)	 **5** **20** **10** **10** **10**
Incident reporting (i.e., risks that have materialized)	**All employee**

4.2.2 Architecture and Interfaces:

4.2.2.1 The solution should operate within a Windows environment and can be a SaaS solution (cloud–based) or On–Premises based hosted on IPPO servers.

4.2.2.2 System should integrate/interact with standard Microsoft Office products (Office 365) including Word, Excel, Outlook (email and calendar), Exchange Online, OneDrive for Business, and SharePoint Online.

4.2.2.3 The solution must be compatible with emerging technologies such as Artificial Intelligence and Business Intelligence tools.

4.2.2.4 Solution to cater to large volumes of files of any format.

4.2.2.5 The solution must have effective version control, keep all file versions (including previous versions).

4.2.3 Security and Authentication:

4.2.3.1 Service Provider must be able to demonstrate it has implemented a comprehensive security model that meets the requirements of ISO27001, Cobit 5, NIST 800–53, or another comparable framework.

4.2.3.2 The solution must support 256–bit encryption.

4.2.3.3 The solution should use Active Directory for Authentication for Single Sign On (when at office) and/or Multi Factor authentication (MFA).

4.3. PROJECT REQUIREMENTS:

4.3.1 Project Management

The successful bidder will work in conjunction with the IPPO Risk Manager to manage timelines and internal resources.

4.3.2 Implementation Plan

The proposal must include an implementation plan of the proposed solution. This should include how the project will be phased, a testing plan, training plan and include timelines.

4.3.3 Solution Delivery, System Acceptance Testing and Go-Live

The service provider must ensure that system testing, and user acceptance testing has been completed and signed off before the live implementation.

4.3.4 Documentation & Training

The bidder must provide system and end–user documentation manuals/user guides and role– based training (skills transfer) to ensure the effective use of the proposed GRC application(s) and how change management will be addressed. The proposal should provide a plan that addresses the training needs of:

1. System Administrators
2. Highest level users
3. End–users

4.3.5 Support

4.3.5.1 The Service Provider will be expected to provide technical support to manage the solution for a period of 3 years.

4.3.5.2 The support will cover:

- Application maintenance including upgrades, patches, and updates to the solution.
- Error tracking, bug fixes and debugging capability.
- Technical troubleshooting included.
- User support offering to be included.

4.3.5.3 The bidder's SLA must also include the following:

- Details of inclusions and exclusions, and
- Turnaround times inclusive of support meetings, SLA reporting and proactive maintenance requirements listed below:

Priority	Definition	Resolution Time
Priority 1 - Critical	Non–availability of a critical system by all users that cannot function for which an alternative solution or workaround is not immediately available. • Entire application system down • Loss of critical application function	2 hours
Priority 2 - High	Means a severe performance degradation or impaired functionality of a critical function. • Intermittent problems that have a high business impact • A critical business process has stopped which could lead to serious business impact	4 hours

Priority 3 - Medium	• Non–critical function is unavailable, unusable, or difficult to use with some operational impact, but no immediate impact on service delivery and an alternate bypass is available. • Business process or IT services are hindered by any system errors, but workaround measures are in place to ensure business continuity.	12 hours
Priority 4 - Low	• Affects only a few users. The non–critical function is unavailable, usable, or difficult to use with some operational impact but no immediate impact on service delivery and an alternate bypass is available. • Cosmetic incidents that are not critical for resolutions nor have any impact on business process or performance	24 hours
System Enhancements and Maintenance	These requests will follow an agreed change management process	

4.4. SERVICE AVAILABILITY

4.4.1 The Digital Signature service should be available 24/7 and should allow the employees to sign in remotely when connected to the IPPO domain on–site or via VPN.

4.5. REPORTING

4.5.1 The Service Provider will be expected to provide the progress reports to the IPPO Head of ICT and Head of Governance and Risk weekly during implementation.

4.5.2 Once implementation has been completed the Service Provider is to provide monthly reports to the Head of ICT at the IPPO on the following:

- Service availability (and un–availability if any).
- Number of calls logged and status.
- Number of support hours utilised.

4.6. DOCUMENTATION

4.5.3 The following project–related documentation must be produced by the Service Provider on implementation of the project:

- Functional Specification.
- Technical Specification.
- Training Manuals and/or User guides.

5. TECHNICAL PROPOSAL & EVALUATION

5.1. TECHNICAL PROPOSAL:

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

a) The envisaged approach and methodology of their offering and the service levels for supporting it.

b) A detailed response to the scope of work as indicated under the expected deliverables, including a write up on the proposed software for the solution, digital certificates, and licensing model.

c) Contactable references who currently operate on similar infrastructure supplied by the Service Provider (References on your client's letterhead).

d) Credentials of consultants that will be working on the project and capacity to support the solution (CVs of all employees working and supporting the solution and their roles).

e) Indicate how they will ensure effective project management during commissioning time.

f) Provide a project plan indicating the estimated time required for completion and delivery.

g) Appoint an experienced Account Manager (please provide CV).

5.2. 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 GR&C solution, including security design.

These bidders will also be invited to do a live demonstration of their proposed solution/system to the relevant stakeholders (Head of ICT and the Head of Governance and Risk, amongst others), prior to the awarding of the bid.

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

PART 1 - TECHNICAL EVALUATION AND SCORING

Only those Bidders who score 42 points or higher (out of a possible 60 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 28 points (out of a possible 40 points) for their bid to be considered. Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

Bidders who score a 0 in any of the below **Critical Requirements** will automatically be disqualified:

1. **Bidder Experience** – Bidder company must have at least five (5) years' experience in the provisioning of similar solutions
2. **Understanding of Scope** – Bidders must provide a write up on the proposed GRC solution.

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

Part 1: 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 YES/NO1	Supporting documentation found on Page2:
Bidder Experience	**Critical Requirement:** Bidder company must have at least five (5) years' experience in the provisioning of similar solutions (including ERP & integrations etc). (Bidders to please provide a brief overview of their company and past projects completed).	Years of Experience: Score Five (5) or more: 10 Three (3) to Four (4): 5 Less than three (3): 2 No Experience: 0	10			

Evaluation Area	Evaluation Criteria	Matrix	Weighting	Score	Supporting document provided YES/NO1	Supporting documentation found on Page2:
	At least five (5) contactable references of similar related services provided within the last three (3) years. The references must include company name, contact person, contract value, and contact details where similar assignments were completed successfully. (Please provide reference letters as proof).	**Contactable References** / **Points** 5 or more Letters: 5 3 – 4 Letters: 3.5 Less than 3 Letters: 0	5			
	Project Team's knowledge/experience in implementing GRC solutions with at least 5 years in the relevant field. (List proposed support team structure and attached team member CVs and list years' experience in deploying proposed GRC solution.) Confirm that team submitted will be available to undertake the assignment.	**Years of Experience** / **Score** Ten (10) years or more for all assigned resources: **10** Five (5) to Nine (9) years for all assigned resources: **8** Three (3) to Five (5) years for all assigned resources: **5** Less than 3 years' experience: **0**	10			

<table>
<tr><th>Evaluation Area</th><th>Evaluation Criteria</th><th>Matrix</th><th>Weighting</th><th>Score</th><th>Supporting document provided YES/NO1</th><th>Supporting documentation found on Page2:</th></tr>
<tr><td rowspan="2">Understanding of Scope</td><td><u>Critical Requirement:</u>
Bidders must provide a write up on the proposed GRC solution covering:
Solution Platform (Cloud or On Premises)
licensing model
architecture interphases & integrations
Security Features</td><td><table>
<tr><th>Software Solution</th><th>Score</th></tr>
<tr><td>The bidder provided an indication of the software solution, provided for digital certificates and annual licenses</td><td>10</td></tr>
<tr><td>The bidder did not provide an indication of the software solution, but only provided for digital certificates and annual licenses</td><td>8</td></tr>
<tr><td>The bidder did not provide any indication of the software for the solution, or digital certificates, but did indicate a provision of licenses for the</td><td>5</td></tr>
</table></td><td>10</td><td></td><td></td><td></td></tr>
<tr><td>Bidder must provide a detailed write–up on the understanding and alignment of the scope of work in the terms of reference including:
The methodology,
Project plan with:
milestones,
timelines of each section of the scope of work,
outlined critical steps required for the completion of the project.
An implementation plan to roll out the solution to users.</td><td><table>
<tr><th>Approach</th><th>Score</th><th>Bidders' Understanding of the SOW</th></tr>
<tr><td>Good</td><td>10</td><td>The approach plan or methodology is specific and tailored to address the specific project objectives</td></tr>
<tr><td>Satisfactory</td><td>8</td><td>The approach plan or methodology is generic and not tailored to address the specific project objectives</td></tr>
<tr><td>Poor</td><td>5</td><td>The approach plan or methodology is poor and not tailored to address the specific project objectives</td></tr>
<tr><td>No response</td><td>0</td><td></td></tr>
</table></td><td>10</td><td></td><td></td><td></td></tr>
</table>

<table>
<tr><th>Evaluation Area</th><th>Evaluation Criteria</th><th>Matrix</th><th>Weighting</th><th>Score</th><th>Supporting document provided YES/NO1</th><th>Supporting documentation found on Page2:</th></tr>
<tr><td>Protection of Personal Information Act (POPIA)</td><td>Bidders must demonstrate compliance with the POPI Act and outline measures to safeguard personal information of IPPO users, aligning with:
Data audit
Privacy by design
Data protection policies
Security measures
Consent management
Data subject rights facilitation
Data processing agreements
Data breach response plan
Regular audits and assessments
Documentation and record-keeping
Data protection officer designation
Training and awareness programs
Third-party compliance assurance.</td><td>Demonstration on security of information provided.
<table><tr><th>Information Provided</th><th>Score</th></tr><tr><td>Bidder successfully demonstrated compliance to POPI Act requirements</td><td>5</td></tr><tr><td>Bidder failed to demonstrated compliance to POPI Act requirements</td><td>0</td></tr></table></td><td>5</td><td></td><td></td><td></td></tr>
<tr><td>Support Offering</td><td>Bidder’s ability to provide support and maintenance on the solution. Write up on Support Methodology covering:
Application maintenance offered.
Error tracking and debugging capability.
Can the solution be upgraded/enhanced?
Technical troubleshooting included.
User support offering included</td><td>Provided detailed SLA covering all points.
<table><tr><th>SLA Offering</th><th>Score</th></tr><tr><td>Covers all support points in SLA</td><td>5</td></tr><tr><td>Only cover 2–3 support points in SLA</td><td>3</td></tr><tr><td>No SLA or support provided.</td><td>0</td></tr></table></td><td>5</td><td></td><td></td><td></td></tr>
</table>

<table>
<tr><th>Evaluation Area</th><th>Evaluation Criteria</th><th>Matrix</th><th>Weighting</th><th>Score</th><th>Supporting document provided YES/NO1</th><th>Supporting documentation found on Page2:</th></tr>
<tr><td>Training Offering</td><td>Provide detail on:
Training offering to all staff
Training/skills transfer plan during implementation to 4 IPP Office ICT Officials.
The bidder provided for user manuals and other relevant documentation.</td><td>Detailed training plan provided.<table><tr><th>Training Provided</th><th>Score</th></tr><tr><td>The bidder provided for the sessions of user training, ICT personnel training, user manuals,
and other relevant documentation</td><td>5</td></tr><tr><td>Only staff training and skills transfer to IPP ICT admin</td><td>3</td></tr><tr><td>No training provided</td><td>0</td></tr></table></td><td>5</td><td></td><td></td><td></td></tr>
<tr><td>Total Weighting</td><td colspan="2">60</td><td colspan="3"></td><td></td></tr>
<tr><td>Minimum of 42 must be achieved.</td><td colspan="2"></td><td colspan="3"></td><td></td></tr>
</table>

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.

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	Points	Score
Enterprise & Operational Risk Management	The demonstration adequately covers strategic risk management capabilities, including divisional/departmental level risk control self–assessment.	**1**	
	The opportunities management capabilities are clearly demonstrated	**1**	
	The solution showcases loss event classification capabilities as well as loss management functionalities	**1**	
	The solution provides clear and informative dashboards for risk management and adequately highlights emerging risk monitoring features	**1**	
	Consistency in managing risks from different areas of the organization is evident and risk library capabilities are effectively demonstrated	**1**	
	The solution enables comparison and management of risks across various business units	**1**	
	The workflow and survey engine functionality for risk assessment is effectively demonstrated	**1**	
	The development and execution of response strategies for identified risks are clearly demonstrated and the system effectively identifies and alerts stakeholders about key risk indicators (KRIs)	**1**	
Legal Compliance/Regulatory Requirements	The solution effectively demonstrates matter management capabilities, including access to laws and updates	**1**	
	The solution showcases supply chain management features, including an audit trail and procurement plan tracking	**1**	
Incident Management Requirements	The solutions incident management features, including data collection and scenario analysis, are demonstrated	**1**	
	Real–time visibility through interactive dashboards and reports is demonstrated	**1**	
	The solution effectively alerts users and managers of tasks, actions, or escalations	**1**	
Information Security Risk Management Requirements	The inventory of the IT landscape, including assets and processes and IT policy management, including highlighting risk assessments, were demonstrated	**1**	
	Integration of risk management into business processes is effectively demonstrated	**1**	
	The solution effectively tests general computing controls and demonstrates the impact on key business processes	**1**	
	The solution demonstrates effective issue remediation through action plans	**1**	
Business Continuity Management Requirements	The single system–of–record for consistent business continuity planning is demonstrated	**1**	
	Real–time analysis and decision support features are effectively showcased	**1**	
	The development and implementation of strategies for operational risk management are demonstrated	**1**	

Policy Management Requirements	The solution effectively demonstrates policy and procedure management features	**1**	
	The demonstration showcases the association of regulations and risks with policies and controls	**1**	
Risk-Based Audit Management Requirements	The demonstration effectively shows the input of the annual audit plan	**1**	
	Real–time reporting on previous, current, and planned audits is demonstrated	**1**	
Combined Assurance Requirements	The solution supports governance structures and managers in making internal control and assurance statements effectively	**1**	
	Performance tracking and alignment with strategic and operational risks are demonstrated	**1**	
	The coordination of assurance providers and reduction of potential risk oversight are effectively showcased	**1**	
Technical Requirements	Tasks, notifications, and escalations are effectively demonstrated	**1**	
	Role–based security and audit trails are adequately demonstrated	**1**	
	Mobility features for access from various devices are demonstrated	**1**	
	Automated email reminders, escalations, and feedback functionalities are effectively demonstrated	**1**	
	The solution can accommodate the estimated user counts as specified and is capable of scaling its user capability as the organization grows	**1**	
Architecture and Interfaces	Operating within a Windows environment (SaaS or On–Premises) is effectively demonstrated	**1**	
	Integration with Microsoft Office products (Office 365) and other currently deployed solutions is demonstrated	**1**	
	Compatibility with emerging technologies (AI, BI) is effectively showcased	**1**	
Security and Authentication	The vendor demonstrates implementation of a comprehensive security model	**1**	
	Support for 256–bit encryption is effectively demonstrated	**1**	
	The use of Active Directory for Authentication (Single Sign–On or 2–Factor) is demonstrated	**1**	
Overall Impressions	The vendor effectively demonstrated the key requirements specified in the RFP and responded to questions and concerns in a satisfactory manner during the demonstration.	**1**	
	The software's user–friendliness and ease of use were demonstrated.	**1**	
Total Score		**40**	
Minimum of 28 must be achieved.			

6. PRICING AND BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

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

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

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

PRICING

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

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

Annexure A – Pricing Schedule:

Item	Description	No. of Users	Rate per user	Cost Year 1	Cost Year 2	Cost Year 3	Total Cost (Incl. Vat)
1	Initiation and Setup Costs *(may include planning, analysis, design, development & implementation, and testing & deployment)*						
2	Annual License Cost per user*	120					

3	Training Cost	60 Users 3 Admin 4 ICT Support					
	TOTAL COST						

***Currently there is only 60 employees, but the IPPO is growing and therefore the licenses needs to be scalable up to the Max quantity of 120 as and when required by the IPPO.**

Item	Description	No. of Hrs per Year	Rate / Hr	Cost Year 1	Cost Year 2	Cost Year 3	Total Cost (Incl. Vat)
1	Support SLA	960 (80hrs/mnth)					
	TOTAL COST						

SLA support hrs will only be billable for actual hours of support provided to IPPO.

7. DELIVERABLE ACCEPTANCE CRITERIA

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

- Head of Governance & Risk review

  Head of ICT Unit 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:

RFP086/2024: APPOINTMENT OF A SERVICE PROVIDER FOR THE IMPLEMENTATION AND SUPPORT OF AN ENTERPRISE GOVERNANCE, RISK & COMPLIANCE SOLUTION FOR A PERIOD OF 36 MONTHS (3 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 the *Tenderer*

(Name and address of organisation)

Name and signature of witness **Date**

Annexure B

SBD 4

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

……………………………… ……………………………………………
Position Name of bidder

Annexure C

SBD 6.1

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

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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	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms 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:

80/20 **or** **90/10**

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

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**

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

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

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State 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: ……………………………………………………….
DATE:……………………………………………………

ADDRESS:……………………………………………………

……………………………………………………

……………………………………………………
……………………………………………………

RESTRICTED SUPPLIERS

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

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

Annexure D

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

Annexure F

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

Annexure G

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

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

Annexure H

[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:

0% ZERO Tolerance

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